

CONTRACT MANUAL

Including Specifications

for

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Solicitation No. 00-107

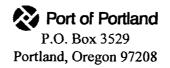
AS BID

ADDENDUM NO. 1

ADDENDUM NO. 2

October 2000.





GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Solicitation No. 00-107

ADDENDUM NO. 2

Addendum No. 2 hereby amends the contract manual for the General Terminals, Terminals 5 and 6, Berths 503, 603, 604, and 605, Maintenance Dredging project dated October 6, 2000. It is essential that prospective bidders note the contents of this addendum and that the Port of Portland be made aware that the addendum has been received. Therefore, acknowledge receipt by inserting the number of this addendum in the space provided on Page 00300-3 of the bid.

Contract Manual

<u>Page 00020-1</u>, change first paragraph to read, in part, "... until, but not after, 11 a.m. on November 21, 2000...." (Note that the bid opening date has been rescheduled.)

<u>Page 00300-1</u>, fourth paragraph (re Notice to Proceed), delete in its entirety and replace with the following:

"The Port intends to authorize procurement of all materials required for fabricating and installing barge removable material screens on or about December 4, 2000. The Port intends to authorize on-site work to commence on or about January 5, 2001."

Page 00500-2, first paragraph (re Notice to Proceed), delete in its entirety and replace with the following:

"The Port intends to authorize procurement of all materials required for fabricating and installing barge removable material screens on or about December 4, 2000. The Port intends to authorize on-site work to commence on or about January 5, 2001."

<u>Document 00800</u>, Page 2, 1.8, A, delete last sentence and replace with, "The Port will authorize on-site work to commence when all permits have been obtained from the regulatory agencies (the Port anticipates this to occur on or about January 5, 2001). Copies of the permits will be given to the Contractor prior to commencement of on-site work."

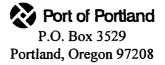
Page 02842-2, 3.1, B, add the following:

"4. The Contractor shall leave 2 feet of freeboard inside the material barge cells or holds above the dredged material."

THE PORT OF PORTLAND

Bobbi Matthews, Manager Contracts and Procurement

November 16, 2000



GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Solicitation No. 00-107

ADDENDUM NO. 1

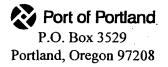
Attention all bidders: The bid opening has been postponed until further notice.

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THE PORT OF PORTLAND

Bobbi Matthews, Manager Contracts and Procurement

October 24, 2000



GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Solicitation No. 00-107

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THE PORT OF PORTLAND

Bobbi Matthews, Manager Contracts and Procurement

November 16, 2000

DOCUMENT 00005 APPROVALS

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

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Project Engineer:	Walla K Hayna	
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DOCUMENT 00010 TABLE OF CONTENTS

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

PAGE TITLE **NUMBER** DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT DOCUMENT 00020 ADVERTISEMENT FOR BIDS00020-1 DOCUMENT 00800 SUPPLEMENTARY CONDITIONS00800-1 **SPECIFICATIONS** DIVISION 1 - GENERAL REQUIREMENTS SECTION 01010 SUMMARY OF WORK MEASUREMENT AND PAYMENT 01025 01040 COORDINATION **SUBMITTALS** 01300 **OUALITY CONTROL** 01400

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

01500

01700

CONTRACT CLOSEOUT

DIVISION 2 - SITE CONSTRUCTION

SECTION 02842 DREDGING

EXHIBIT A: U.S. ARMY CORPS OF ENGINEERS COLUMBIA RIVER DREDGING PERMIT EXHIBIT B: U.S. ARMY CORPS OF ENGINEERS WILLAMETTE RIVER DREDGING PERMIT

DOCUMENT 00015 DRAWINGS INDEX

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

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NUMBER	SHEET TITLE
GT 2000-5	
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CIVIL	
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C-1	SITE PLAN AND VICINITY MAP
C-2	TERMINAL 5 – BERTH 503 PLAN, CROSS SECTION, AND DETAIL
C-3	TERMINAL 6 – BERTHS 603 AND 604 PLAN
C-4	TERMINAL 6 - BERTHS 604 AND 605 PLAN, CROSS SECTION, AND
	DETAIL

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DOCUMENT 00020 ADVERTISEMENT FOR BIDS

THE PORT OF PORTLAND

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Solicitation No. 00-107

Sealed bids for the General Terminals, Terminals 5 and 6, Berths 503, 603, 604, and 605, Maintenance Dredging project will be received at the office of the Manager, Contracts and Procurement, of The Port of Portland, 121 N.W. Everett Street, 5th floor, Portland, Oregon 97209, (503) 944-7593 (mailing address: Post Office Box 3529, Portland, Oregon 97208; fax (503) 944-7597) until, but not after, 11 a.m. on October 27, 2000, and thereafter publicly opened and read.

The work includes but is not limited to:

Dredging Berth 503 at Terminal 5 and Berths 603, 604, and 605 at Terminal 6; transporting barges to and from the Port's disposal operations site at Terminal 6; and segregating debris during dredging and disposing of debris at a permitted upland disposal site approved by the Engineer.

A prebid conference will be held at 2 p.m. October 16, 2000, in the Terminal 6 Administration Building Main Conference Room, 7201 N. Marine Drive, Portland, Oregon, to discuss all phases of the work.

Please direct technical questions to the Project Engineer, Walt Haynes, (503) 944-7343.

Bids must be on the bid form which will be provided to prospective bidders and must be accompanied by bid security made payable to The Port of Portland in an amount equal to at least 10 percent of the total amount bid.

Prequalification is not required for this work.

The drawings and the contract manual may be examined at Port offices. Copies may be obtained by prospective bidders at no cost from Contracts and Procurement (address above).

As provided in ORS 279.027, bidders shall submit information disclosing any qualifying first-tier subcontractors that will be furnishing labor or materials for the work.

No bid will be received or considered unless it contains a statement by the bidder as a part of the bid that the provisions of ORS 279.350 (regarding payment of prevailing wage rates on public works projects over \$25,000) are to be complied with.

Bidders are hereby alerted that a public works contractor must pay a fee to the Commissioner of the Bureau of Labor and Industries, as provided in ORS 279.375.

No bid will be received or considered unless the bidder is registered with the State of Oregon Construction Contractors Board, pursuant to ORS 701.055 (1), prior to submitting a bid. (See the Instructions to Bidders.)

The contractor or a subcontractor need not be licensed for asbestos work under ORS 468A.720.

Bidders are required to state whether or not the bidder is a resident bidder, as defined in ORS 279.029. (See the Instructions to Bidders.)

Bids may be rejected if not in compliance with bidding procedures and requirements. Any or all bids may be rejected if in the public interest to do so.

THE PORT OF PORTLAND

Bobbi Matthews, Manager Contracts and Procurement

October 6, 2000

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DOCUMENT 00100 INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE I - DESCRIPTION	1
ARTICLE 2 - PREBID INTERPRETATION OF CONTRACT DOCUMENTS	1
ARTICLE 3 - RESIDENT BIDDER PREFERENCE	1
ARTICLE 4 - PREQUALIFICATION OF BIDDERS	1
ARTICLE 5 - EQUIVALENT MATERIALS, PRODUCTS, OR SERVICES	2
ARTICLE 6 - ESTIMATED QUANTITIES	2
ARTICLE 7 - EXAMINATION OF SITE	2
ARTICLE 8 - BID SECURITY	
ARTICLE 9 - EXECUTION OF BID	3
ARTICLE 10 - DISCLOSURE OF FIRST-TIER SUBCONTRACTORS	3
ARTICLE 11 - SUBMISSION OF BID	4
ARTICLE 12 - WITHDRAWAL OF BID	4
ARTICLE 13 - OPENING OF BIDS	4
ARTICLE 14 - ACCEPTANCE OR REJECTION OF BIDS	5
ARTICLE 15 - EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND	6
ARTICLE 16 - NOTICE TO PROCEED	6
ARTICLE 17 - PROTESTS	6
SUBSTITUTION REQUEST FORM	

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DESCRIPTION

1.1 Labor, materials, and other means required by the contract documents to complete the work.

ARTICLE 2 - PREBID INTERPRETATION OF CONTRACT DOCUMENTS

- 2.1 If the bidder finds discrepancies, omissions, or is in doubt as to the true meaning of any part of the contract documents, submit a written request for a clarification or interpretation to the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date.
- 2.2 Clarification or interpretation of the contract documents will be made by addendum. Consider addenda in the bid. The Port is not responsible for explanation, clarification, or interpretation made or given except by addendum.

ARTICLE 3 - RESIDENT BIDDER PREFERENCE

- 3.1 Each bid shall contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.
- 3.2 Under ORS 279.029(6), a "resident bidder" is a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in Oregon, and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS 279.029(6).
- 3.3 Under ORS 279.029(6), a "non-resident bidder" is a bidder who is not a "resident bidder" as defined in Item 3.2 above.
- 3.4 Failure to complete the "resident bidder" certification statement of residency or nonresidency contained in the bid form may result in rejection of the bid.
- 3.5 In determining the lowest responsive bidder, the Port will, for the purpose of awarding the contract, add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides.

ARTICLE 4 - PREQUALIFICATION OF BIDDERS

- 4.1 If prequalification is specifically required in the Advertisement for Bids, prequalify under Oregon Revised Statutes (ORS) 279.039. Submit the prescribed prequalification statement to the Manager, Contracts and Procurement, not later than 5 business days prior to the bid opening date.
- 4.2 If the bidder intends to rely on existing prequalification by the State of Oregon, submit evidence of that prequalification according to the same schedule required for the Port of Portland application for prequalification.

ARTICLE 5 - EQUIVALENT MATERIALS, PRODUCTS, OR SERVICES

- 5.1 Specified materials, products, or services are named for the purpose of establishing a standard of quality and characteristics desired. Other materials, products, or services of equal quality and characteristics for the purposes intended may be submitted at the appropriate time for approval. The Substitution Request Form is enclosed at the end of these Instructions to Bidders. The Engineer, in his sole discretion, will be the judge of the equality and suitability of the proposed substitution.
- 5.2 The following definitions of the phrases stated after materials, products, or services in the Specifications determine the extent to which substitutions may be proposed.
 - A. "OR APPROVED EQUAL" materials, products, or services require approval by addendum prior to bid opening. Materials, products, or services which the bidder proposes to substitute, and which he/she considers equal to those specified, must be submitted on the Substitution Request Form and received by the Manager, Contracts and Procurement, not later than 7 days prior to the bid opening date. Requests shall be accompanied by complete technical data and such pertinent information and/or samples as necessary, or as specifically specified, to fully identify and appraise the material, product, or service. Approval of materials, products, or services deemed equivalent will be issued by addendum prior to the bid opening date.
 - B. "OR EQUAL" materials, products, or services do not require approval prior to bid opening. Materials, products, or services which the Contractor proposes to substitute and which he/she considers equal to those specified shall be submitted on the Substitution Request Form for approval. The proposed substitution shall anticipate necessary lead time required for approval by the Port and procurement. Such submittal shall be accompanied by complete technical data and such pertinent information as necessary to fully identify and appraise the material, product, or service. No increase in the contract price or time will be considered when substitution is not approved.

ARTICLE 6 - ESTIMATED QUANTITIES

6.1 Estimated quantities shown in the bid form provide a basis for comparison of bids only. The bidder shall verify the quantity of each bid item prior to submission of his/her bid. Reference is made to Change of Contract Price in the General Conditions.

ARTICLE 7 - EXAMINATION OF SITE

7.1 Examine the site and conditions thereon. Bids shall take into consideration conditions which may affect the work. No additional compensation or extension of time will be allowed because of any condition of which the bidder could have informed himself either by examination, testing, sampling, review of records, or otherwise. The Port's site study information, if any, will be made available to prospective bidders for review; however, the Port disclaims liability and responsibility for the completeness or accuracy thereof.

ARTICLE 8 - BID SECURITY

- 8.1 The bid shall be accompanied by bid security. The security shall be a certified or cashier's check, an irrevocable letter of credit, or a bid bond made payable to the Port of Portland. Checks shall be drawn on a United States bank. Irrevocable letters of credit shall be issued by a commercial bank as defined in ORS 706.005. Bid bonds shall be executed by a surety company licensed to do business in the State of Oregon. The amount of the check, letter of credit, or bond shall be equal to at least 10 percent of the total amount bid. The check, letter of credit, or bond will be held by the Port as security and a guaranty that the bidder will execute the Agreement, give satisfactory evidence of insurance, and furnish a 100 percent performance and payment bond.
- 8.2 The Port may retain the bid security of the three lowest responsive bidders until:
 - A. all bids are rejected,
 - B. Notice of Award is issued and contract documents are executed by the successful bidder, or
 - c. expiration of the bids,at which time the bid security of the unsuccessful bidders will be promptly returned.
- 8.3 The bid security of those other than the three lowest responsive bidders will be returned promptly following bid opening.

ARTICLE 9 - EXECUTION OF BID

- 9.1 Bids shall be on the bid form provided to prospective bidders.
- 9.2 When the bid form provides for writing the bid price in words and numerals, the price as written in words governs over the price written in numerals.
- 9.3 In the case of conflict between the amount bid and the product of the estimated quantity and the unit bid price, the unit bid price prevails and the corrected product will be used in computing the total amount bid.
- 9.4 Complete the bid form requirements, including acknowledgement of receipt of addenda, if applicable; statement of resident status; and any other requirements specifically called for in the bid.
- 9.5 Execute the bid in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the officer's name and office held.
- 9.6 Type or print the address and telephone number of the bidder on the bid form.

ARTICLE 10 - DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

10.1 Within 4 working hours of the date and time the bids were due on work with a contract value of more than \$75,000, the bidder shall submit a disclosure of any first-tier subcontractor who will be furnishing labor or materials in connection with the public improvement and whose contract value is equal to or greater than:

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- A. Five percent of the total project bid or \$15,000, whichever is larger; or
- B. \$500,000, regardless of the percentage of the total project bid.
 - 1. The disclosure of first-tier subcontractors shall include:
 - The name and address of each subcontractor;
 - b. The registration number assigned to the subcontractor by the Construction Contractors Board if the subcontractor is required to have a certificate of registration issued by the board; and
 - c. The amount of the contract of the subcontractor.
- 10.2 Disclosure of first-tier subcontractors may be submitted with the bid form or delivered by fax or by clearly labeled envelope, within the time allowed, to the Contracts and Procurement Office. For the purposes of this article, working hours are between 8 a.m. and noon, and 1 p.m. and 5 p.m. Monday through Friday, except Port holidays. The Contracts and Procurement office is closed between the hours of noon and 1 p.m.

ARTICLE 11 - SUBMISSION OF BID

- 11.1 Seal the bid in a separate envelope, addressed to the Manager, Contracts and Procurement, The Port of Portland, 121 N.W. Everett Street, Portland, Oregon, (Mailing address: P.O. Box 3529, Portland, Oregon 97208) showing on the outside of the envelope the name of the bidder, the bidder's State of Oregon Construction Contractors Board registration number, and the contract title preceded by the words "SEALED BID." (A sticker is provided for bidder convenience.)
- 11.2 Bids will be received at the place and until the time stated in the Advertisement for Bids.
- 11.3 A bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

ARTICLE 12 - WITHDRAWAL OF BID

12.1 Prior to bid opening, a bidder may withdraw his/her bid. This will not preclude submission of another bid by such bidder prior to the time set for bid opening.

ARTICLE 13 - OPENING OF BIDS

- 13.1 The Port reserves the right to postpone a bid opening.
- 13.2 At the time and place set for the opening and reading of bids, bids received prior to the scheduled closing time for receipt of bids will be publicly opened and read aloud, irrespective of irregularities or informalities in such bids. Except, in the absence of the State of Oregon Construction Contractors Board registration number, the bidder may be disqualified as nonresponsive and the bid will not be opened.

- 14.1 Bids may be rejected if not in compliance with bidding procedures and requirements. All bids may be rejected in the public interest.
- 14.2 The Port may disqualify any bidder if, at any time, it finds:
 - A. The bidder has been convicted for the commission of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
 - B. The bidder has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty that currently, seriously, and directly affects the bidder's responsibility as a contractor;
 - C. The bidder has been convicted under state or federal antitrust statutes; or
 - D. The bidder has violated a contract provision that is regarded by the Port to be so serious as to justify disqualification. A violation may include, but is not limited to, a failure to perform the terms of a contract or an unsatisfactory performance in accordance with the terms of the contract. However, a failure to perform or an unsatisfactory performance caused by acts beyond the control of the contractor may not be considered to be a basis for disqualification.
- 14.3 The Port may disqualify an apparent low bidder if, at any time, it finds:
 - A. The bidder does not have available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability to meet all contractual responsibilities;
 - B. The bidder does not have a satisfactory record of performance;
 - C. The bidder does not have a satisfactory record of integrity;
 - D. The bidder is not qualified legally to contract with the public contracting agency; or
 - E. The bidder fails to meet the standards of responsibility pursuant to ORS 279.029, or fails to supply all necessary information in connection with demonstrating such responsibility.
- 14.4 In determining the low responsive bid, the Port will not consider alternates called for in the bid form.
- 14.5 Bids that are incomplete or conditioned in any way, or that contain erasures or alterations, may be rejected.
- 14.6 Failure to acknowledge receipt of an addendum may result in rejection of a bid.
- 14.7 The Port may waive minor informalities in a submitted bid.
- 14.8 Acceptance of a bid by the Port will be made by a Notice of Award issued within 50 days after the bid opening date (or as modified by Document 00300, Bid). The bid may not be revoked by the bidder within this period. Failure to issue the Notice of Award within the 50-day period will permit the bidder to withdraw his/her bid. If withdrawn, the Port will return the bid security. A bid

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1BS.D^{OC} 05020⁶ remains effective until it is withdrawn by an affirmative act of the bidder or until the Port rejects the bid, either expressly or impliedly, by awarding the contract to another bidder.

ARTICLE 15 - EXECUTION OF AGREEMENT AND PERFORMANCE AND PAYMENT BOND

- 15.1 Within 10 days after issuance of the Notice of Award indicating acceptance of the bid by the Port, the successful bidder (Contractor) shall execute and deliver the Agreement and the Performance and Payment Bond to the Port. The Performance and Payment Bond shall be for the total amount of the contract. The company providing the Performance and Payment Bond shall be authorized to do business in the State of Oregon. The Agreement and the Performance and Payment Bond shall be on the form provided by the Port.
- 15.2 Notice of Award may be canceled by the Port and the bid security forfeited if the bidder fails to execute the Agreement, give satisfactory evidence of insurance, and furnish the performance and payment bond within 10 days after Notice of Award. The Port may extend the time for delivery of the executed contract documents. If the Port extends the time for delivery of the executed contract documents at the successful bidder's request, the Port may:
 - A. Extend the time (see NOTICE TO PROCEED below) between Notice of Award and Notice to Proceed by an equivalent number of days, or
 - B. Reduce the contract duration period (see the Bid and the Agreement) by an equivalent number of days.

ARTICLE 16 - NOTICE TO PROCEED

16.1 Within 45 days after Notice of Award, the Port will execute the Agreement and issue Notice to Proceed. The Notice to Proceed will state the dates: (1) on which the Contractor may begin the work, (2) by which the Contractor is required to attain substantial completion of the work, and (3) by which the Contractor is required to attain final completion of the work.

ARTICLE 17 - PROTESTS

- 17.1 A bidder or prospective bidder who wishes to object to any aspect of this solicitation must deliver a written protest to the Port's Manager of Contracts and Procurement, 121 N.W. Everett Street, 5th Floor, Portland, Oregon 97209; or P.O. Box 3529, Portland, Oregon 97208; or facsimile to (503) 944-7597.
- 17.2 If the protest relates to matters that are apparent on the face of the solicitation documents or that otherwise are known or reasonably ought to be known to the protestor, the protest must be delivered no later than five calendar days before the deadline for the Port's receipt of offers.
- 17.3 If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event later than five calendar days after the protestor knows or reasonably ought to know of the award of the contract, the Port's intent to award the contract, or the other matters to which the protest is addressed.
- 17.4 A protest is delivered for the purposes of this article when it actually is received by the Port's Contracts and Procurement staff.

- 17.5 The Port may decline to review a late protest.
- 17.6 The protest shall be deemed to include only the documents timely delivered pursuant to this article. It must clearly state all of the grounds for the protest and must include all arguments and evidence in support of the protest. Testimonial evidence may be submitted by affidavit. The Port may investigate as it deems appropriate in reviewing the protest, and will issue a written response to the protest. The Port may proceed with contract award, execution, and performance while a protest is pending.

END OF DOCUMENT



SUBSTITUTION REQUEST

The Construction Specifications Institute Northwest Region

то:	·		
PROJECT:			
SPECIFIED ITE	EM:		
Section	Page	Paragraph	Description
PROPOSED SI	JBSTITUTION:		
test data a	dequate for evaluatio	n of request including id	ns, drawings, photographs, performance and entifying applicable data portions. ontract Documents and proposed substitution
Undersigned c	ertifies following	items, unless mod	ified by attachments, are correct:
 Undersigner construction Proposed warranty reduced Maintenance Undersigned for	ed pays for changes on costs caused by prosubstitution has no acceptairements. The and service parts and the control of the certifies further certifies	roposed substitution. Iverse effect on other transvailable locally or readily	ling engineering design, detailing, and des, construction schedule, or specified obtainable for proposed substitution. e, and quality of proposed
		ge is reproduced, te oply to this propose	erms and conditions for substitutions ed substitution.
Submitted by:		·	•
Name (Print) General Contractor (if after award of Contractor)			
Signature For use by A/E			For use by A/E
Firm Name Approved Approved Approved			Approved Approved as noted
Address			Not Approved Received too late
City, State, Zip			Ву
Date			Date
Telephone	Fax		Remarks
Attachments:		___	

DOCUMENT 00300 BID

To The Port of Portland P.O. Box 3529 Portland, Oregon 97208

The bidder warrants that he has carefully examined the contract documents for the contract described as follows:

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

The bidder further warrants that he has examined the proposed work area independently of the indications in the contract documents and has made such investigations as are necessary to determine: (1) the character of the materials to be handled, (2) the probable interferences due to Port operations, and (3) other conditions to be encountered.

The bidder further warrants that if this bid is accepted, he will contract with The Port of Portland in the form of Agreement hereto annexed and will to the extent of his bid provide all things necessary for the performance of the contract, including, but not limited to, bonds, labor, materials, transportation, equipment, and anything else required to complete the work in accordance with the requirements of the contract documents.

Two Notices to Proceed will be issued for this work:

The first Notice to Proceed will be issued on or about November 28, 2000, and will be authorization to order all materials required for fabricating and installing barge removeable material screens.

The second Notice to Proceed will be issued on or about January 5, 2001, and will be authorization to begin dredging Berth 503 at Terminal 5 and Berths 603, 604, and 605 at Terminal 6.

The bidder promises that all dredging work at Terminal 5, Berth 503, shall be substantially completed on or before January 19, 2001. The bidder agrees to pay, as liquidated damages to the Port for any delay, the sum of \$500 per day for each day of delay beyond the substantial completion date so promised. The bidder further promises that all work at Berth 503 shall be finally complete on or before January 31, 2001.

The bidder further promises that all dredging work at Terminal 6, Berths 603, 604, and 605, shall be substantially completed on or before February 16, 2001. The bidder agrees to pay, as liquidated damages to the Port for any delay, the sum of \$500 per day for each day of delay beyond the substantial completion date so promised. The bidder further promises that all work at Berths 603, 604, and 605 shall be finally complete on or before February 28, 2001.

The bidder also agrees to pay Other Damages described in the General Conditions.

The bidder submits and proposes the following unit bid prices, to wit:

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GENERAL TERMINALS BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

Item		Estimated			Total
No.	Name of Item	Quantity	Units	Unit Price	Price
0001	Mobilization, Surveying, Cleanup, and Demobilization		LS		
0002	Dredging of Material at Terminal 5	1,580.0	СҮ		
0003	Dredging of Material at Terminal 6	4,835.0	СҮ		
0004	Additional Shifts in Operations at Terminal 5	5.0	Each		
0005	Additional Shifts in Operations at Terminal 6	10.0	Each		
0006	Additional Demobilizations/Remobilizations at Terminal 5	5.0	Day		
0007	Additional Demobilizations/Remobilizations at Terminal 6	10.0	Day		
8000	Segregation and Disposal of Debris		LS		
	Total Amount Bid (Basis of Award)				\$

The bidder hereby acknowledges receipt of Addendum Nos,,,,, to these contract documents.
Accompanying this bid is bid security. The amount is 10 percent of the total amount bid. This bid may not be revoked by the bidder for a period of 50 days after the date bids are opened. It is agreed that if this bid is accepted in writing by the Port's Notice of Award within 50 days after bid opening, and the Contractor executes and delivers the Agreement, including a satisfactory performance and payment bond for the full amount of the contract, within 10 days after Notice of Award, said bid security will be returned to the undersigned. Otherwise, said bid security may be collected as liquidated damages at the option of the Port.
After the Contractor has delivered the executed Agreement, including a satisfactory performance and payment bond for the full amount of the contract and evidence of insurance, the Port will issue the first Notice to Proceed. If all of the bidder's documents are not provided within 10 days, the Port may extend the Notice to Proceed date or reduce the contract duration period, as specified in the Instructions to Bidders. After issuance of the maintenance dredging permit by the Army Corps of Engineers and the building permit by the City of Portland, the Port will issue the second Notice to Proceed.
The surety company requested to issue the performance and payment bond will be The bidder hereby authorizes said
surety to disclose to the Port any information concerning bidder's ability to supply a performance and payment bond for the full amount of the contract.
The bidder agrees to comply with the requirements of ORS 279.350 governing the prevailing wage rates. The bidder acknowledges that this bid takes into account the fee that the successful bidder will be required to pay to the Oregon Bureau of Labor and Industries and that the bidder will be entitled to no compensation in addition to the bid price on account of that fee.
The bidder certifies that, under ORS 279.029(6), it is a (check one): Resident Bidder Nonresident Bidder.
If a nonresident bidder, the bidder certifies residency of (insert name of state where the bidder is a resident):
Failure to complete the foregoing certification of residency or nonresidency may render the bid nonresponsive. Failure of a nonresident bidder to certify its state of residency also may render the bid nonresponsive.

Name	of Bidder:	
Busin	ess Phone Number:	Fax Number:
Signa	ture of Authorized Person:	
Printe	d Name of Authorized Person:	
Title:		
Date:		
	of Oregon Construction Contractors Boured for Bidding).	oard Registration No.
Note:	Bid security must be included with th	is Bid.
	No qualifying first-tier subcontracto	rs are anticipated for this contract.
☐ Qualifying first-tier subcontractors are anticipated for this contract.		re anticipated for this contract.
	See the Instructions to Bidders for re	equirements and submission information.
be use	ed as a material barge during the course	ving principal characteristics for each hopper barge that will e of the work. This is for the Port's information only and wil award of the contract will be determined by the lowest
	Length:	Cell Quantity:
	Breadth:	Cell Width:
	Depth:	Cell Length:
	Light Draft:	Cell Depth:
	Freeboard Light Draft:	Total Cell Capacity (Tons):
ė	Loaded Draft:	Mooring Bitt Arrangement:
	Freeboard Loaded Draft:	

The right to reject any or all bids is reserved.

DISCLOSURE OF FIRST-TIER SUBCONTRACTORS

Name of Subcontractor:
Address of Subcontractor:
Estimated Amount of Subcontract:
Subcontractor's Registration No.
(If required by the State of Oregon Construction Contractors Board.)
Name of Subcontractor:
Address of Subcontractor:
Address of Subcontractor:
Estimated Amount of Subcontract:
Subcontractor's Registration No. (If required by the State of Oregon Construction Contractors Board.)
(if required by the state of Oregon Construction Contractors Board.)
Name CO I
Name of Subcontractor:
Address of Subcontractor:
Estimated Amount of Subcontract:
Subcontractor's Registration No.
(If required by the State of Oregon Construction Contractors Roard)

DOCUMENT 00500 AGREEMENT

Agreement	Number

THE PORT OF PORTLAND P. O. BOX 3529 PORTLAND, OREGON 97208

GENERAL TERMINALS TERMINALS 5 AND 6 BERTHS 503, 603, 604, AND 605 MAINTENANCE DREDGING

THIS AGREEMENT made and entered into this	day of	, 20	, by and between
The Port of Portland, a port district organized und	ler ORS Chapto	er 778, hereinafter (called "the Port," and
			0
hereinafter called "the Contractor."			
<u>w 1 T :</u>	<u>NESSETH</u> :		
That the Contractor in consideration of the coven- made by the Port, hereby covenants and agrees to contract, including, but not limited to, bonds, labe else required to execute, construct and furnish in expeditious, substantial and workmanlike manner described:	provide all thi or, materials, tr full compliance	ngs necessary for the ansportation, equip to with the contract of	he performance of the ment, and anything documents, in an
GENERA	AL TERMINAL	\$	
	NALS 5 AND 6		
	3, 603, 604, ANI		
MAINTEN	ANCE DREDG	NG	
The Contractor agrees that the following are here cooperative therewith: (1) a copy of the Contract including any documentation accompanying the I documentation submitted prior to Notice of Awai (3) Performance and Payment Bond; (4) General Rates; (7) Drawings; (8) Specifications; and (9) A	tor's Bid signed Bid; (2) this Ag rd and attached Conditions; (5) Addenda.	d on greement, including as an exhibit to thi) Supplementary Co	, 20, any post-Bid is Agreement;
The amount of this Agreement is \$		·	

S:\GT\00D\090\FTEND.DOC 100300 Two Notices to Proceed will be issued for this work:

The first Notice to Proceed will be issued on or about November 28, 2000, and will be authorization to order all materials required for fabricating and installing barge removeable material screens.

The second Notice to Proceed will be issued on or about January 5, 2001, and will be authorization to begin dredging Berth 503 at Terminal 5 and Berths 603, 604, and 605 at Terminal 6.

The Contractor promises that all dredging work at Terminal 5, Berth 503, shall be substantially completed on or before January 19, 2001. The Contractor agrees to pay, as liquidated damages to the Port for any delay, the sum of \$500 per day for each day of delay beyond the substantial completion date so promised. The Contractor further promises that all work at Berth 503 shall be finally complete on or before January 31, 2001.

The Contractor further promises that all dredging work at Terminal 6, Berths 603, 604, and 605, shall be substantially completed on or before February 16, 2001. The Contractor agrees to pay, as liquidated damages to the Port for any delay, the sum of \$500 per day for each day of delay beyond the substantial completion date so promised. The Contractor further promises that all work at Berths 603, 604, and 605 shall be finally complete on or before February 28, 2001.

The Contractor also agrees to pay Other Damages described in the General Conditions.

The Contractor must obtain the prior written consent of the Port to any proposed assignment of any interest in or part of this Agreement. Such consent shall be at the sole discretion of the Port.

Under the same date as this Agreement	, the Contractor is furnishing the Port with corpo	orate surety bonds
with	as surety in the amount of	This bond
shall insure complete performance by t	he Contractor of this Agreement in accordance v	with all of its term:
and provisions.		

The Contractor agrees to diligently prosecute the work to final acceptance and to accept as full payment hereunder the amounts specified in the Bid; and the Port agrees to make payments at the time, in the amount, and upon the terms and conditions specified herein.

The Contractor agrees to comply with all federal and state laws and regulations regarding nondiscrimination in employment, employee benefits, and facilities.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

(FULL NAME OF CORPORATION)	THE PORT OF PORTLAND
BY:	BY:
(Signature)	(Signature)
NAME:	NAME:
. (Print)	(Print)
TITLE:	TITLE:
	Approved as to Legal Sufficiency for the Port o Portland:
·	Counsel for The Port of Portland
	Approved by Commission on

DOCUMENT 00600 PERFORMANCE AND PAYMENT BOND

THE PORT OF PORTLAND

KNOW ALL MEN BY THESE PRESENTS: We		
as Principal and	, a c	corporation authorized
to transact a surety business in the State of Oregon, as	Surety, are jointly and severally	y held and bound unto
THE PORT OF PORTLAND, a port district, in the sum	of	
		The condition
of this bond is such that, whereas on the	day of	20, the said
	Principal, made	and entered into an
Agreement with THE PORT OF PORTLAND. Co	pies of the Agreement togeth	ner with all Contract
Documents are attached and made a part hereof.		
the time prescribed and during the life of any gual conditions and provisions of said Agreement in all 279.320; (2) performs all matters and things specified (3) defends, indemnifies, saves, and holds harm Commissioners, officers, agents, and employees; (4) labor or materials to the Principal or the Principal's s payment promptly of all contributions due for Unemployment Compensation Fund from the Principal prosecution of the work; (6) pays the Department of wages of employees of the Principal and the Principal' Act of 1969; and (7) performs and fulfills all provision THE PORT OF PORTLAND, with or without notice to remains in full force and effect. By issuing this bor provisions of the Contract Documents. IN WITNESS WHEREOF, the Principal and Surety here day of	respects, including those listed for shown within the time prespects of the PORT OF PORTION of the property of the property of the Principal's subcontract of the Principal's subcontract Revenue all sums required to subcontractors pursuant to the principal of the Surety, which is expressiond, the Surety agrees to be been allowed to the surety agrees to be been allowed the principal's subcontractors and modification of the Surety, which is expressiond, the Surety agrees to be been allowed the surety agreement to the surety agreement the surety agreement to the surety agreement the surety agreement to the suret	id in ORS 279.310 to ceribed or as extended; LAND, its Board of all persons supplying of the work; (5) makes rance and the State tors in connection with be deducted from the e Personal Income Tax fications authorized by y waived; otherwise it bund by the arbitration
PRINCIPAL:		
Signature:		
SURETY COMPANY:		
Attorney-in-Fact:		
Address:		
Telephone Number:		

RECENT CHANGES TO THE GENERAL CONDITIONS

<u>Date</u>	<u>Topic</u>	Item Number
1/97	Liability Insurance	5.4
•	Laws and Regulations Compliance	6.16, F
	Indemnification	6.37
	Savings Clause	16.5
2/97	Damage for Delay	11.3 and 11.4
11/97	Overtime	6.17, C
4/98	Commercial Recycling Plan Form	2. 8 , D
	Contractor's Responsibilities	6.9, E; 6.17; 6.17,E;
•	•	6.29; 6.33; 6.35; 6.36
	Payments to the Contractor and Completion	13.1, A-E;13.2; 13.4, A;
	•	13.5; 13.8; 13.9; 13.11.
-	Bid Items, Change Orders (text change)	Form
	Materials on Hand Form (deleted)	Form
	Commercial Recycling Plan Form (deleted)	Form
10/99	Typeface for Engineer, Contractor, Port	Throughout GCs
	Act of God, Business Day, Contract Time, Day	Definitions
	Owner, Port, the Work	
	Port Representative	2.1
	Cancellation of Award (item deleted)	2.3
	Precon. conference changed to precon. meeting	2.8
	Ref. to ORS 279.317	6.10
•	"Calendar days" changed to "days"	6.14
	Drug Testing Program (ORS 279.312) and Interest	6.17
	Charged Contractor and Subcontractors (ORS 279.314)	•
,	Submittals, Shop Drawings, Product Data,	Heading, 6.28, 6.29
•	and Samples	
•	Access to the Work	6.33
• .	Prevailing Wage Rates	6.37
	Change of Contract Time	11.4
	Application for Progress Payment	13.1
.	Retainage	13.5, 13.6

DOCUMENT 00700 GENERAL CONDITIONS

TABLE OF CONTENTS

	Page
<u>Title</u>	Number
ARTICLE 1 - DEFINITIONS	
ARTICLE 2 - PRELIMINARY MATTERS	4
Port Representative	4
Notice of Award	4
Delivery of Bonds	4
Copies of Contract Manual and Drawings	4
Commencement of Contract Time	4
Starting the Work	4
Before Starting Construction	4
ARTICLE 3 - CONTRACT DOCUMENTS	5
Intent	
Reuse	
Additional Instructions and Supplementary Drawings	
ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS.	
Availability of Lands	
Physical Conditions - Investigations, Reports, and Tests	
Unforeseen Physical Conditions	
Reference Points	
ARTICLE 5 - BONDS AND INSURANCE	
Bonds	
Workers' Compensation and Unemployment Compensation	
Liability Insurance	7
Builders Risk Insurance	
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	
Supervision	
Labor and Materials	9
Equivalent Materials	
Concerning Subcontractors	
Patent Fees and Royalties	
Permits	10
Laws and Regulations	
Taxes	
Use of Premises	
Safety and Protection	
Emergencies	
Submittals - Shop Drawings, Product Data, and Samples	14
Access to the Work	
Prosecution of the Work	
Port's Right to do the Work	
Indemnification	
Prevailing Wage Rates	
Labor Relations	
Value Engineering	
Records and Audits	
ARTICLE 7 - WORK BY OTHERS	

	Page
Title	Number
ARTICLE 8 - ENGINEER'S STATUS DURING CONSTRUCTION	18
Port Representative	18
Construction Contract Manager	18
Inspectors	18
Authority of the Engineer	
Visits to Work Area	
Clarifications and Interpretations	
Rejection of Defective Work	19
Change Orders	
Applications for Payment	
Limitations on the Engineer's Responsibilities	
Reference to the Engineer	
ARTICLE 9 - CHANGE IN THE WORK	
ARTICLE 10 - CHANGE OF CONTRACT PRICE	21
Request for Proposal	21
Unit Prices	22
Lump-Sum Breakdown	
Deleted Items	
Cost of Work (Force Account)	
Cost of Work (Force Account) Shall Not Include	
Rental Rate Blue Book	
ARTICLE 11 - CHANGE OF CONTRACT TIME	
ARTICLE 12 - WARRANTY; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR	
ACCEPTANCE OF DEFECTIVE WORK	28
Warranty	28
Tests and Inspections	28
Uncovering Work	
Engineer May Stop the Work	29
Correction or Removal of Defective Work	
One-Year Correction Period	29
Acceptance of Defective Work	30
Port May Correct Defective Work	30
ARTICLE 13 - PAYMENTS TO THE CONTRACTOR AND COMPLETION	
Before Application for Progress Payment	
Application for Progress Payment	31
Retainage	31
Retainage	31
Substantial Completion	32
Partial Utilization	
Final Inspection	32
Application for Final Payment.	32
Final Acceptance and Final Payment.	33
Contractor's Continuing Obligation	33
Contractor's Warranty of Title	
Waiver of Claims	
Liquidated Damages	
Other Damages	34
ARTICLE 14 - SUSPEND, TERMINATE, OR ABANDON THE WORK	
Port May Suspend the Work	
Port May Terminate the Work	
Port May Abandon the Work	
ARTICLE 15 - CLAIMS AND DISPUTES	36

	Page
<u> Fitle</u>	Number
ARTICLE 16 - MISCELLANEOUS	37
Giving Notice	37
Computation of Time	37
Liability Claims	37
Rights and Remedies	38
Savings Clause	38
	•
PROJECT-RELATED FORMS AND APPLICATIONS	Following General Conditions

ARTICLE 1 - DEFINITIONS

These definitions apply to their use in all Contract Documents:

Act of God - Any misadventure or casualty caused by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not have been prevented or escaped by any amount of foresight or prudence, by any reasonable degree of care, or by the aid of any appliances reasonably required under the circumstances. A meteorological event, including but not limited to, cold, heat, rain, snow, wind, flood, or lightning, shall be rebuttably presumed not to be an Act of God if it falls within two standard deviations of the mean of records for that event maintained by the U.S. Weather Bureau for the Portland International Airport at Portland, Oregon.

Addenda - Written or graphic instruments issued prior to bid opening which clarify, correct, or change the bidding documents or the Contract Documents.

Agreement - The written Agreement between the Port and the Contractor covering the Work to be performed. Other Contract Documents are attached to the Agreement and made a part thereof.

Application for Payment - The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the price(s) for the Work to be performed.

Bonds - Bid security, performance and payment Bond, and other instruments of security.

Cash Flow Schedule - A schedule showing estimated dollar amount of progress payment for which the Contractor expects to apply each month during the contract.

Change Order - A written order to the Contractor issued by the Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Complete - When the Work has been completely performed in all respects in a manner acceptable by the Engineer.

Construction Contract Manager - The authorized representative of the Engineer who is assigned to the

Contract Documents - The Contractor's signed Bid, including any documentation accompanying the Bid; Agreement, including any post-Bid documentation submitted prior to Notice of Award and attached as an exhibit to the Agreement; performance and payment Bond; these General Conditions; Supplementary Conditions; wage rates; Drawings; Specifications; Addenda and Modifications.

Contract Manual - The bound volume(s) composed of bidding requirements, contract forms, contract conditions, and specifications.

Contract Price - The total compensation payable to the Contractor for performing the Work as stated in the Agreement and as modified by Change Order.

Contract Time - The number of days between the commencement date established by the Notice to Proceed and the date by which Substantial Completion must be achieved under the Agreement.

Contractor - The person, firm or corporation with whom the Port has entered into the Agreement.

Cost of Work (Force Account) - A method of payment for extra work to be performed by the Contractor as required by the Engineer.

Day or Calendar Day - Any 24-hour period beginning at midnight.

Day, Business - Any Calendar Day other than Saturday, Sunday, or a holiday on which the Port's administrative offices are closed.

Defective - An adjective which, when modifying the word "Work," refers to Work that: (1) is unsatisfactory, faulty, or deficient; (2) does not conform to the Contract Documents; (3) does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents; or (4) has been damaged prior to the Engineer's recommendation for final payment.

Drawings - The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents. (The term "plans" is synonymous with the term "Drawings.")

The Engineer - The individual specified in writing by the Port to act as such under this Agreement, acting directly or through an assistant or representative.

Final Acceptance - Final Acceptance will occur when the Work is deemed to be Complete by a Final Inspection and the Engineer has accepted the final application for payment.

Final Inspection - The last inspection of the Work by the Engineer before Final Acceptance.

Force Account - See Cost of Work.

Furnish - Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver materials, systems, and equipment to the project site, ready for unpacking, assembly, installation, etc., as applicable in each instance.

General Requirements - Division 1 of the Specifications.

He, Him, His - Used solely for legibility and ease of writing and applies equally to both genders.

Install - Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, finishing, curing, protecting, cleaning, and similar operations, as applicable in each instance.

Modification - (1) a written amendment of the Contract Documents signed by both parties, or (2) a Change Order. A Modification may only be issued after the effective date of the Agreement.

Notice of Award - The written notice by the Port to the apparent successful bidder stating that upon compliance with the conditions stated therein, within the time specified, the Port will sign and deliver the Agreement.

Notice to Proceed - A written notice given by the Port to the Contractor fixing the date on which the Contract Time will commence and on which the Contractor shall start to perform the Contractor's obligation under the Contract Documents, fixing the date when the Work is to be Substantially Complete and the date when the Work is to be finally complete.

Or Approved Equal - Materials, products, or services substituted for those specified requiring approval by addendum prior to bid opening.

Or Equal - Materials, products, or services substituted for those specified requiring approval prior to use.

Owner - The Port of Portland.

Product Data - Pictures, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

Provide - Except as otherwise defined in greater detail, the term "provide" means to furnish and install, complete and ready for the intended use, as applicable in each instance.

Samples - Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

Shop Drawings - All brochures, diagrams, Drawings, illustrations, instructions, performance charts, schedules, and other data which are specifically submitted by the Contractor to illustrate some portion of the Work.

Specifications, Divisions 1 through 16 - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual or firm having a direct Agreement with the Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion - The Work (or specified part) has progressed to the point where, in the opinion of the Engineer as evidenced by his letter of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) may be utilized for the purpose for which it was intended; or if there be no such letter issued, when final payment is due in accordance with Item 13.19. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Work - The labor, materials, equipment, and services required by the Agreement.

Work Progress Schedule - A detailed work schedule showing the manner of performance of the Agreement, dates of starting and completing various stages of construction including a graphic network and tabulated schedules, or any variations as may be required.

Written Notice - Any Written Notice given in connection with this Agreement shall be deemed to have been received if: (1) hand carried to the contracting party or its representative, or (2) deposited in the United States mail, certified "Return Receipt Requested" and postage paid, and directed to the party's business address as it appears in the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Port Representative

2.1 The Port's Director of Engineering is authorized to represent the Port with respect to this Agreement, provided that his authority to amend the Agreement is limited to the amount set by Port policy. The Director of Engineering may appoint in writing, as the Port's Representative(s), one or more individuals to exercise all or part of his authority.

Notice of Award

2.2 The Port will give written Notice of Award to the successful bidder accepting his bid. Notice of Award may be given at any time within 50 days after bid opening.

Delivery of Bonds

2.3 When the Contractor delivers the executed Agreement to the Port, the Contractor shall also deliver to the Port such bond(s) as the Contractor may be required to furnish in accordance with the applicable requirements of Article 5, Bonds and Insurance.

Copies of Contract Manual and Drawings

2.4 The Port will furnish to the Contractor up to 6 copies of the Contract Manual and Drawings for execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time

2.5 The Contract Time will commence to run on the date stated in the Notice to Proceed. The contract time may start at any time within 45 days after Notice of Award.

Starting the Work

2.6 The Contractor may start to perform the Work on the date stated in the Notice to Proceed.

Before Starting Construction

- 2.7 Within 10 days after the Notice of Award and before any Work at the work area is started, the Contractor shall deliver to the Port certificates, and other evidence of insurance requested by the Port, which the Contractor is required to purchase and maintain in accordance with Article 5, Bonds and Insurance.
- 2.8 Before the Contractor begins work, a preconstruction meeting will be held to establish a working understanding among the parties to the Work. Procedures will be established for handling Shop

Drawings and other submittals and for processing Applications for Payment. At this conference, the Contractor shall submit to the Engineer for review and acceptance:

- A. A Work Progress Schedule. The schedule shall be finalized and submitted to the Engineer one week after the preconstruction meeting. The final schedule shall indicate the Contractor's planned progress in increments of not more than 5-day periods. The schedule shall be subject to approval and/or revision by the Engineer, before and during the course of the work, at no added cost to the Port. The Contractor shall adhere to the schedule or any revision thereof. The schedule will be used in the evaluation of application for progress payment.
- B. A preliminary Shop Drawing submission schedule.
- C. A Cash Flow Schedule. The schedule will be used by the PORT for financial planning purposes. The Contractor is not restricted in any way by the amounts given as an estimate. However, revised Work Progress and Cash Flow Schedules will be required if amounts paid as monthly progress payments differ greatly from the amounts estimated.
- 2.9 In the case of a lump-sum agreement or lump-sum bid items, the Contractor shall, no later than one week after receipt of the Notice to Proceed, submit to the Engineer a breakdown of the amount of each item used in the compilation of the bid. The breakdown format shall be sufficiently detailed to meet the approval of the Engineer, shall be used in the preparation of application for progress payments, and may be used in the compilation of Change Order prices when such breakdown is determined by the Engineer to be applicable.
- 2.10 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall promptly report in writing to the Engineer any conflict, error, or discrepancy that the Contractor may discover.

ARTICLE 3 - CONTRACT DOCUMENTS

Intent

- 3.1 The Contract Documents comprise the entire Agreement between the Port and the Contractor concerning the Work. They may be altered only by a Modification.
- 3.2 The Contract Documents are complementary. What is called for by one is as binding as if called for by all. If, during the performance of the Work, the Contractor finds a conflict, error, or discrepancy in the Contract Documents, he shall report it to the Engineer, in writing, at once and before proceeding with the Work affected. However, the Contractor shall not be liable to the Port for failure to report any conflict, error, or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.
- 3.3 It is the intent of the Contract Documents to describe the complete Work to be constructed. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the

code of any governmental authority shall mean the latest in effect on the effective date of the Agreement, except as may be otherwise specifically stated. Such reference may be specific or implied. No provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of the PORT, the Contractor, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents will be issued by the Engineer as provided in Item 8.7.

3.4 The Contract Documents will be governed by the laws of the State of Oregon.

Reuse

3.5 Neither the Contractor nor any Subcontractor, manufacturer, fabricator, supplier, or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents, or copies thereof, prepared by or for the PORT. They shall not reuse any of them on any other work without written consent of the PORT.

Additional Instructions and Supplementary Drawings

3.6 The Engineer will furnish such additional instructions by means of Drawings or otherwise for the proper execution of the Work. All such Drawings and written instructions become part of the Agreement.

ARTICLE 4 - AVAILABILITY OF LANDS: PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands

4.1 The Port will furnish, as indicated in the Contract Documents: (1) lands upon which the Work shall be performed, (2) rights-of-way for access thereto, and (3) such other lands designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the PORT, unless otherwise provided in the Contract Documents. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations, Reports, and Tests

4.2 Reference is made to the Supplementary Conditions for identification of investigations, reports, and tests which have been relied upon by the Engineer in preparation of the Contract Documents. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions

4.3 The Contractor shall promptly notify the Engineer in writing of any conditions at the site differing materially from those shown in the Contract Documents. The Engineer will promptly review those conditions and advise the Contractor in writing if further investigation or tests are necessary. The Engineer will obtain necessary additional investigations and tests. If the Engineer finds there are conditions which differ materially from those shown in the Contract Documents which could not reasonably have been anticipated by the Contractor, a Change Order may be issued incorporating the necessary revisions.

Reference Points

4.4 The PORT will provide engineering surveys for construction to establish reference points which are necessary to enable the Contractor to proceed with the Work. The Contractor shall: (1) lay out the work, unless otherwise specified in the General Requirements; (2) protect and preserve the established reference points; and (3) make no changes or relocations without the prior written approval of the Engineer. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation. The Contractor shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Bonds

- 5.1 The Contractor shall furnish a performance and payment bond, in an amount equal to the Contract Price, as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The bond shall remain in effect at least until one year after the date of Final Acceptance, except as otherwise provided by law. The Contractor shall also furnish such other bond(s) as required by the Supplementary Conditions. All bonds shall be in the forms prescribed by the Bidding and Contract Requirements and executed by sureties: (1) licensed to conduct business in the State of Oregon, and (2) named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of authority to act.
- 5.2 The Contractor shall substitute another bond and surety acceptable to the Port within 5 days after the surety on any bond furnished by the Contractor: (1) is declared a bankrupt, (2) becomes insolvent, (3) its right to do business is terminated in any state where any part of the Work is located, or (4) ceases to meet the requirements of (1) and (2) of Item 5.1.

Workers' Compensation and Unemployment Compensation

5.3 To the extent required by Oregon law, the Contractor shall comply with the terms of the Workers' Compensation laws and the Unemployment Compensation laws. Before commencing work, the Contractor shall provide the Port with evidence in duplicate of compliance therewith. All employers performing work under this contract are subject employers who will comply with ORS 656.017.

Liability Insurance

The Contractor shall obtain and maintain commercial general liability insurance and commercial automobile liability insurance to protect against any and all claims for damages to persons or property which may arise out of the Contractor's operations under this Agreement. Such insurance shall include coverage for acts of the Contractor, Subcontractors, and anyone directly or indirectly employed by either of them. Such insurance shall include blanket contractual coverage, completed operations coverage, and all other standard coverages usually afforded by a commercial general liability policy. The amount shall be \$1,000,000 combined single limit for property damage and bodily injury. Such insurance shall name the Port and its consultants as additional insureds. Such insurance shall recognize, refer to, and insure the Contractor's obligations under

this Agreement to indemnify, save, and hold harmless the Port, its commissioners, agents, employees, and consultants. Such insurance shall provide that the coverage is primary, and will not seek any contribution from any insurance or self-insurance carried by the Port. Such insurance shall be endorsed to require a 30-day written notice to the Port prior to cancellation or change of the policy. One copy of the policy and one certificate of such insurance shall be delivered to the Port before commencing Work and shall be subject to review and approval by the Port. The Port may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the Port's right to a copy of the policy. In the event the Contractor fails to maintain such insurance, the Port may arrange therefor; and any administrative costs and premium incurred shall be to the account of the Contractor. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

Builders Risk Insurance

5.5 When the Agreement pertains to Work on structures owned, leased, or rented by the PORT, the Contractor shall obtain and maintain for the benefit of the parties to the Agreement, as their interest may appear, all risk builders' risk insurance to the extent of 100 percent of the value of the Work. Coverage shall also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the Work. Such insurance shall be endorsed to allow partial occupancy and/or utilization of the Work by the PORT prior to Substantial Completion of all the Work. Coverage shall continue until the PORT's Final Acceptance of the Work. Such insurance shall be endorsed to require a 30-day written notice to the Port prior to cancellation or change of the policy. One copy of the policy and two certificates of such insurance shall be delivered to the Port before commencing Work and shall be subject to review and approval by the Port. The Port may temporarily waive delivery of the copy of the policy, but such waiver shall not forfeit the Port's right to a copy of the policy. In the event the Contractor fails to maintain such insurance, the Port may arrange therefor; and any administrative costs and premium incurred shall be to the account of the Contractor. Any requirements for special coverage, increased liability coverage, or decreased liability coverage are included in the Supplementary Conditions.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision

- The Contractor shall supervise and direct the Work as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible for seeing that the finished Work complies with the Contract Documents.
- 6.2 The Contractor shall keep on the Work at all times during its progress a competent resident supervisor. He shall not be replaced without written notice to the Engineer except under extraordinary circumstances. The supervisor shall be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the supervisor shall be as binding as if given to the Contractor.
- 6.3 The Contractor shall designate in writing the name of the Contractor's authorized representative to whom the Port will address communications and who will sign the Contractor's communications to the Port.

Labor and Materials

- 6.4 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. The Contractor shall at all times maintain good discipline and order at the site. All Work at the site shall be performed during regular working hours. The Contractor shall not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without prior verbal or written notice to the Engineer. Emergency conditions relating to safety or protection of persons or property are valid exceptions to written notice. Other exceptions may be described in the Supplementary Conditions.
- 6.5 The Contractor shall furnish for the execution, required testing, initial operation, and completion of the Work all necessary: materials, (2) labor, (3) transportation, (4) construction equipment and machinery, (5) tools, (6) appliances, (7) fuel, (8) power, (9) light, (10) heat, (11) telephone, (12) water, (13) sanitary facilities, and (14) all other facilities and incidentals.
- 6.6 All materials incorporated into the Work shall be new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials. Satisfactory evidence may include reports of required tests. All materials shall be of good quality.
- 6.7 Distributors, fabricators, manufacturers, and suppliers provide instructions for their products.

 They show how to apply, clean, condition, connect, erect, install, and use them. The Contractor shall follow these instructions unless more stringent requirements are provided in the Contract Documents.
- 6.8 All materials provided and normally tested and labeled by Underwriters Laboratories (UL), or by a similarly recognized third-party approval authority, shall be so labeled.

Equivalent Materials

- 6.9 Proprietary names in the Contract Documents are used to establish the type, function, and quality required. If no substitution will be permitted, the Contract Documents will so note. Substitution requests for "or approved equal" materials, products, or services must be made prior to submittal of the Bid, in accordance with the Instructions to Bidders. Substitution requests for "or equal" materials, products, or services may be accepted by the Engineer when the Contractor follows the procedure for review set forth below.
 - A. Request for review of substitute items of material will not be accepted by the Engineer from anyone other than the Contractor.
 - B. Substitution requests for "or equal" materials, products, or services shall anticipate necessary lead time required for approval by the Port and for procurement.
 - C. The Contractor may apply in writing to the Engineer for acceptance by certifying that the proposed substitute will: (1) perform adequately the functions called for by the general design, (2) be similar and of equal substance to that specified, and (3) be suited to the same use.
 - D. The application shall: (1) state whether or not acceptance of the substitute for use in the Work will require a change in the Contract Documents to adapt the design to the substitute; (2) state whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty; (3) identify all variations of the proposed substitute

from that specified; (4) indicate available maintenance, repair, and replacement service; and (5) contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of subcontractors affected. The Engineer will be the sole judge of acceptability, and no substitute shall be ordered or installed without the Engineer's prior written acceptance. The Engineer may require the Contractor to furnish, at no added cost to the Port, a special performance guaranty or other surety with respect to any substitute.

E. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the .

Port for the costs of evaluating it.

Concerning Subcontractors

- 6.10 Subcontractors and suppliers shall be subject to approval of the Engineer. If the Engineer has reasonable objection to any of these, the Contractor shall submit an acceptable substitute. The Contractor will not be required to employ anyone against whom he has reasonable objection. ORS 279.317 does not preclude the Port from exercising its rights under this article.
- 6.11 The Contractor is responsible for: (1) all acts and omissions of his Subcontractors, (2) persons and organizations directly or indirectly employed by his Subcontractors, and (3) persons and organizations for whose acts any of his Subcontractors may be liable. Nothing in the Contract Documents shall create any contractual relationship between the Port and any Subcontractor or other person or organization having a direct contract with the Contractor. Nothing in the Contract Documents shall create any obligation on the part of the Port to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. The Port may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work completed.
- 6.12 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

Patent Fees and Royalties

6.13 If any design, device, material, or process covered by letters patent or copyright is used by the Contractor, he shall: (1) provide for such use by legal agreement with the owner of the patent or copyright or a duly authorized licensee of such owner; and (2) defend, save, and hold harmless the Port from any and all loss or expense, including legal fees, on account thereof, including its use by the Port.

Permits

6.14 Port-Designed Work

- A. The Port will submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits.
- B. The Port will obtain all permits from units of government, except those permits customarily issued only to the Contractor. The Contractor shall obtain permits no later than 7 days after being advised by the Port permits are ready to be issued.

- C. The Port will reimburse the Contractor through the change order process for fees paid to local units of government for required permits.
- D. The Contractor shall bear all costs and charges imposed by units of government for such items as duties, taxes, assessments, licenses, and approvals.
- E. The Contractor shall give all notices, regarding permits, for inspection necessary and incidental to the due and lawful prosecution of the Work.
- F. The Contractor shall submit to the Port a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

6.15 Contractor-Designed Work

- A. The Port will obtain all permits from units of government, except those permits customarily issued only to the Contractor.
- B. The Contractor shall submit to federal, state, and local units of government all calculations, Drawings, and the Contract Manual required for review and checking for purposes of obtaining permits. Copies shall be submitted to the Port at the same time for approval.
- C. The Contractor shall submit to the Port all calculations, Drawings, and the Contract Manual approved by units of government. Changes required by units of government must be approved by the Port prior to the start of construction.
- D. The Port will reimburse the Contractor through the change order process for fees paid to local units of government for required permits.
- E. The Contractor shall bear all costs and charges imposed by local units of government for such items as duties, taxes, assessments, licenses, and approvals.
- F. The Contractor shall give all notices, regarding permits, for inspections necessary and incidental to the due and lawful prosecution of the Work.
- G. The Contractor shall submit to the Port a legible copy of certificates of approval and/or certificate of occupancy issued by the responsible unit of government.

Laws and Regulations

- 6.16 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Work.
 - A. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall give the Engineer prompt written notice thereof. Any necessary changes will be adjusted by an appropriate Modification. If the Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising therefrom. It shall not be the Contractor's primary responsibility to make certain that the Contract Documents are in accordance with such laws, ordinances, rules, and regulations.
 - B. The Contractor shall comply with all ordinances adopted by the Port, and with all rules and regulations adopted by the Port's Executive Director or his designee, with respect to the use of, entry on, or access to the Port's property or with respect to activities occurring on the

Port's property, as the same may now exist or may, from time to time, be amended. The Contractor shall ensure that he, his Subcontractors, and anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable, are aware of and comply with the rules and regulations referenced or contained in the Contract Documents.

- C. It shall be the Contractor's responsibility to make certain that he has the most current set of rules and regulations applicable to his activities, his Subcontractors' activities, and those of anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable.
- D. The following federal, state, and local agencies have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of this Work: City of Portland Bureau of Environmental Services (BES); Department of Environmental Quality (DEQ); Environmental Protection Agency (EPA); National Marine Fisheries Service (NMFS); Oregon Department of Fish and Wildlife (ODFW); United States Fish and Wildlife (USFW).
- E. Without limiting the foregoing, the Contractor shall comply with all federal, state, and local laws and regulations enacted or adopted by the Congress of the United States, the State of Oregon, the Federal Environmental Protection Agency (EPA), the Oregon Department of Environmental Quality (DEQ) including, but not limited to, the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901, et. seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601, et. seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601, et. seq.), the Clean Water Act (33 U.S.C. Sec. 1251, et. seq.), the Clean Air Act (42 U.S.C. Sec. 7401, et. seq.), 1985 Oregon Laws Ch. 733, as these may be amended from time to time.
- F. Failure to comply with any of the provisions of this section shall be a material breach of the Contract Documents.
- 6.17 The Contractor shall adhere to the following specific provisions pursuant to ORS Chapter 279:

A. The Contractor shall:

- 1. Make payment promptly, as due, to all persons supplying the Contractor labor or material for the prosecution of the work provided for in this contract.
- Pay all contributions or amounts due the Industrial Accident Fund from Contractor or any subcontractor incurred in the performance of the contract.
- 3. Not permit any lien or claim to be filed or prosecuted against the Port on account of any labor or material furnished.
- 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- 5. Demonstrate that an employee drug testing program is in place.
- B. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Work as such claim becomes due, the proper officer or officers representing the Port may pay

- such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Agreement.
- C. If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work within 30 days after receipt of payment from the Port or the Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279.445(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279.445. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the Port or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
- D. If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the Work, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279.445.
- E. No person shall be employed for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Employees shall be paid at least time and a half pay in the following cases:
 - 1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
 - 2. For all overtime in excess of ten hours a day or 40 hours in any one week when the work week is for four consecutive days, Monday through Friday; or
 - 3. For work performed on Saturday, Sunday, New Year's Day on January 1, Memorial Day on the last Monday in May, Independence Day on July 4, Labor Day on the first Monday in September, Thanksgiving Day on the fourth Thursday in November, or Christmas Day on December 25 or, if one of those named holidays falls on a Sunday, on the following Monday or, if it falls on a Saturday, on the preceding Friday.

The requirements of this paragraph do not apply if the Contractor is a party to a collective bargaining agreement in effect with any labor organization.

F. The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

Taxes

6.18 The Contractor shall pay all import duties and sales, consumer, use, and other similar taxes.

Use of Premises

- The Contractor shall confine equipment, the storage of materials, and the operations of workers to areas permitted by the Contract Documents. He shall not unreasonably encumber the premises with equipment or materials.
- 6.20 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall leave the site clean and ready for occupancy. The Contractor shall restore to its original condition those portions of the site not designated for alteration by the Contract Documents.
- 6.21 The Contractor shall not permit any part of any structure to be loaded in any manner that may endanger it. The Contractor shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Safety and Protection

- 6.22 The Contractor shall comply with rules, regulations, and orders of public bodies having jurisdiction for the safety of persons or property. Damage, injury, or loss to property caused by the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until the Work is completed and the Engineer has issued a notice to the Contractor that the Work is Complete. The Contractor shall erect and maintain necessary safeguards for such safety and protection of:
 - Employees on the Work and other persons who may be affected thereby.
 - The Work and materials to be incorporated therein, whether in storage on or off the site. If the Contractor fails to protect the Work, the Port may, after notice to the Contractor, protect the Work and deduct the cost thereof from payment due the Contractor. The Engineer's determination of when and to what degree such protection is necessary shall be final.
 - Other property at the site including trees, shrubs, lawn, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement.
 - D. Adjacent property and utilities when prosecution of the Work may affect them.
- The Contractor shall designate a member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's supervisor unless otherwise designated in writing by the Contractor to the Engineer.

Emergencies

6.24 Emergencies affecting the safety or protection of persons or the Work or property at or near the site or adjacent obligate the Contractor to act to prevent threatened damage, injury, or loss. The Contractor may act without special instruction or authorization from the Engineer. The Contractor shall give the Engineer written notice within 10 days of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Submittals - Shop Drawings, Product Data, and Samples

- 6.25 The Contractor shall check and verify all field measurements. He shall then submit to the Engineer Shop Drawings for review in accordance with the accepted Shop Drawing submission schedule. Five copies are required unless otherwise specified. Shop Drawings shall be checked by and stamped with the approval of the Contractor. They shall be identified as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction, and like information.
- 6.26 The Contractor shall submit to the Engineer for review, with such promptness as to cause no delay in the Work, all samples required by the Contract Documents. All samples shall be checked by the Contractor and bear his stamp of approval. They shall be identified clearly as to material, manufacturer, any pertinent catalog numbers, and the intended use.
- 6.27 The Contractor shall call the Engineer's attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents. This shall be in writing at the time of submittal.
- 6.28 The Engineer will review with reasonable promptness Shop Drawings and Samples. The Engineer's review and approval will be only for conformance with the design concept of the Work and for compliance with the Contract Documents. It will not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions or programs related thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and proceed according to the Engineer's stamp and directions. He shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or Sample shall constitute a representation to the Engineer that the Contractor has: (1) determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so; and (2) has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Contract Documents.
- 6.29 Submissions shall be made in time to permit the Engineer to review them. Within 10 business days of actual receipt, the Engineer will stamp, date, and return each submittal to the Contractor indicating the action to be taken.
- 6.30 Where a Shop Drawing or Sample is required by the Contract Documents, no related Work shall be commenced until the submittal has successfully completed the review process.
- 6.31 The Engineer's review of Shop Drawings or Samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents. Changes in the Work shall be by Change Order. Review by the Engineer shall not relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.
- 6.32 The Contractor-submitted Drawings, schedules, and other items that have successfully completed the review process shall become binding upon the Contractor. He shall be obligated to perform in accordance with the reviewed submittal.

Access to the Work

6.33 The Contractor shall provide reasonable and safe access for observation, testing, and inspection of the Work.

Prosecution of the Work

6.34 The Contractor shall carry on the Work in accordance with the Work Progress Schedule during all claims or disputes with the Port. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the Contractor and the Engineer may otherwise agree in writing.

Port's Right to do the Work

6.35 If the Contractor should fail to prosecute the Work properly or fail to perform any provision of the Agreement, the Port, after a 3-day written notice to the Contractor, may without prejudice to any other remedy it may have, make good such failures. The Port may deduct the cost thereof from any payment due the Contractor. In cases of emergency, the Port may prosecute such Work without notice or delay and may deduct the cost thereof from any payment due the Contractor.

Indemnification

6.36 The Contractor agrees to defend, save, indemnify, and hold harmless the Port, its commissioners, employees, and agents from all loss arising as a result in whole or in part of any act or omission, negligent or not, of the Contractor, his employees, Subcontractors or agents, in connection with or related in any way to the Agreement or its performance. Loss is defined collectively as costs, fees, expenses, claims, liabilities, and damages. The foregoing indemnification shall be provided by the Contractor even though the loss results in part from the negligence or fault of third parties. It shall not be provided if the loss results in whole or in part from the negligence of the Port or the Port's commissioners, employees, or agents. In the event of any loss for which the Port is entitled to be indemnified, and to the extent thereof, the Port may retain any funds due the Contractor. No interest shall accrue on such funds during any period of retention.

Prevailing Wage Rates

- 6.37 The Contractor shall comply with the prevailing wage rate requirements of ORS 279.348 279.380.
 - A. The existing prevailing rates of wage which may be paid to workers in each trade or occupation required for this Work and employed in the performance of this Work by the Contractor, a subcontractor, or any other person doing or contracting to do all or any part of the Work, are set forth in the attached Document 00822, Prevailing Wage Rates.
 - B. Workers in each trade or occupation required for this Work and employed in the performance of this Work by the Contractor, a subcontractor, or any other person doing or contracting to do all or any part of the Work, shall be paid not less than the minimum hourly rate of wage specified in the foregoing subsection.
 - C. The Contractor must pay a fee to the Commissioner of the Bureau of Labor and Industries, as provided in ORS 279.375.

Labor Relations

6.38 The Contractor shall be responsible for labor relations and seek to adjust disputes between himself and his employees. Any labor dispute arising from this Agreement that causes a disruption of the Port operations shall be to the account of and the responsibility of the Contractor.

Value Engineering

6.39 The Contractor is welcome to submit "value engineering" proposals for consideration by the Port. Proposals submitted shall clearly indicate and define the substitution, and clearly define the benefit to the Port. Proposals need to take into account, and will be evaluated in light of, all pertinent factors including, but not necessarily limited to, life cycle maintenance and operating costs, operational reliability, and compatibility with existing systems. The Port and the Port consultant evaluation time and costs will be estimated and considered both in the determination of the level of response to the initial proposal, as well as in the evaluation and determination of the potential "savings" to the Port. "Savings" resulting from value engineering proposals of merit will be negotiated and implemented via the specified Change Order process.

Records and Audits

- 6.40 The Contractor shall retain all financial records that pertain to this contract for at least three years after the Port has made final payment and all other matters related to this contract are finally resolved.
- 6.41 The Port or its designee may inspect, audit, and copy any of the Contractor's records retained pursuant to Item 6.40 and any other records to the extent necessary to evaluate and verify the costs incurred by the Contractor in performing the work under this contract or the accuracy of any invoice, change order, payment, or claim submitted under this contract by the Contractor or the Contractor's payees.
- 6.42 The Contractor shall make records available at any time during regular business hours after reasonable advance notice. The Contractor shall supply a table, a chair, an electrical outlet, lighting, and a weatherized space of adequate size at the site of the Contractor's records to allow the inspection, auditing, and copying of records. If records are located more than 100 airline miles from Portland, Oregon, the Contractor shall deliver those records to a site within 100 airline miles of Portland, Oregon, for inspection, auditing, and copying.
- 6.43 The Contractor shall allow the Port to interview any of the Contractor's employees, and shall cooperate with the Port in arranging interviews with the Contractor's employees and former employees, for the purposes of identifying, evaluating, verifying, or auditing the records described in these "Records and Audits" requirements.
- 6.44 For the purpose of these "Records and Audits" requirements, a record may be in any form whatsoever, including but not limited to paper, photographic, or electronic form.
- 6.45 The Contractor shall require all insurers, material suppliers, and subcontractors at any tier to comply with these "Records and Audits" requirements.
- 6.46 The Contractor shall be entitled to no extra compensation for complying with these "Records and Audits" requirements. The Port will bear the cost of copying records.

ARTICLE 7 - WORK BY OTHERS

- 7.1 The Contractor shall afford utility service companies, other contractors and the Port employees reasonable access to the Work. He shall allow storage of materials and execution of Work by others. He shall properly connect and coordinate his Work with Work by others.
- 7.2 If any part of the Contractor's Work depends upon the Work of any other contractor, utility service company, or the Port, the Contractor shall inspect and promptly report to the Engineer in writing any reasons that render Work by others unsuitable. The Contractor's failure so to report shall constitute an acceptance of the Work by others as fit and proper for integration with the Contractor's Work. Latent or non-apparent defects and deficiencies in the Work by others shall be reported to the Engineer in writing promptly upon discovery.
- 7.3 The Contractor shall do all cutting, fitting, and patching of his Work that may be required to make its several parts come together properly and integrate with such other Work. The Contractor shall not endanger any Work of others. The Contractor shall only cut or alter Work of others with the written consent of the Engineer and the others whose Work will be affected.
- 7.4 Written notice will be given to the Contractor prior to starting any additional Work not noted in the Contract Documents. If the Contractor believes that the performance of such additional Work by the Port or others involves additional expense to the Contractor or requires an extension of the Contract Time, the Contractor may make a claim therefor as provided in Article 15.

ARTICLE 8 - ENGINEER'S STATUS DURING CONSTRUCTION

Port Representative

8.1 The Engineer is the Port representative during the construction period.

Construction Contract Manager

8.2 The Construction Contract Manager is the designated representative of the Engineer who administers the contract and supervises the inspection.

Inspectors

- 8.3 Inspectors are authorized to: (1) inspect all Work as it is performed and all material being furnished--such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used; (2) call the attention of the Contractor to any failure of the Work or materials; (3) reject materials; and (4) suspend the Work until any questions at issue can be referred to and decided by the Engineer.
- 8.4 Inspectors shall not act as foremen or supervise or perform any other duties for the Contractor, nor interfere with the Contractor's management of the Work. No act or failure to act on the part of an inspector will render the Port liable in any way, nor shall it relieve the Contractor from fulfilling all of the terms and conditions of the Agreement. Inspectors are not authorized to: (1) revoke, alter, release, or change any requirement of the Contract Documents; (2) approve or accept any portion of the Work; or (3) issue instructions contrary to the Contract Documents.

Authority of the Engineer

- 8.5 The Engineer will decide any and all questions which may arise as to Agreement compliance. The Contractor shall at all times carry out and fulfill the instructions and directions of the Engineer insofar as they concern the Work to be performed under the Contract Documents.
 - A. The Engineer's authority includes but is not limited to:
 - 1. The quantity, quality, and acceptability of materials furnished and Work performed.
 - 2. The manner of performance and rate of progress of Work.
 - 3. Sole discretion to stop the Work whenever such stoppage is deemed necessary.
 - 4. Interpretation of the Contract Documents and as to the acceptable fulfillment of the Contract Documents by the Contractor.
 - B. Decisions and interpretations by the Engineer will be final and binding upon the Contractor.
 - C. Written approval by the Engineer signifies favorable opinion and qualified consent. It does not carry with it: (1) certification; (2) assurance of completeness; (3) assurance of quality; (4) assurance of accuracy concerning details, dimensions, and quantities.
 - D. Written approval by the Engineer will not relieve the Contractor from responsibility for: (1) errors, (2) improper fabrication, (3) nonconformance to requirements, or (4) deficiencies within his control.

Visits to Work Area

8.6 The Engineer will make visits to the work area at intervals appropriate to the various stages of construction. He will observe the progress and quality of the executed Work. He will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

Clarifications and Interpretations

8.7 The Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents as may be necessary. They may be in the form of Drawings or otherwise. They will be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or the Contract Time, the Contractor may make a claim therefor as provided in Article 15.

Rejection of Defective Work

8.8 The Engineer has authority to: (1) disapprove or reject Work which is Defective; and (2) require special inspection or testing of the Work as provided in Items 12.2 through 12.9, whether or not the Work is fabricated, installed, or completed.

Change Orders

8.9 For the Engineer's responsibility as to Change Orders, see Articles 9, 10, 11, and 15.

Applications for Payment

8.10 For the Engineer's responsibility as to Applications for Payment, see Article 13.

Limitations on the Engineer's Responsibilities

- 8.11 The Engineer will not be responsible for the acts or omissions of the: (1) Contractor, (2) Subcontractor, (3) manufacturer, (4) fabricator, (5) supplier, (6) distributor, (7) their agents or employees, or (8) any other person at the site or otherwise performing any of the Work.
- 8.12 The Engineer will not be responsible for the Contractor's means, methods, procedures, sequences, or techniques of construction, or related safety precautions and programs.
- 8.13 The Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

Reference to the Engineer

8.14 The following terms are used in the Contract Documents: as allowed, as directed, as ordered, as required, acceptable, proper, reasonable, satisfactory, suitable. These items and any others of like effect or import describe direction, judgment, requirement or review of the Engineer as to the Work. Such use is solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement otherwise. The use of such terms never indicates the Engineer has authority to supervise or direct performance of the Work.

ARTICLE 9 - CHANGE IN THE WORK

- 9.1 Without invalidating the Agreement, the Port may at any time order additions, deletions, or revisions in the Work by Change Order. Upon written direction from the Engineer, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 10 or Article 11 on the basis of a claim as provided in Article 15.
- 9.2 Additional Work performed without written direction from the Engineer or authorization by a Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time. Emergencies, as provided in Item 6.24, are an exception.
- 9.3 The Port will execute appropriate Change Orders prepared by the Engineer covering changes in the Work which are: (1) required by the Port, (2) required because of unforeseen physical conditions, (3) emergencies, (4) required because of uncovering Work for inspection found not to be Defective, (5) as provided in Item 10.2, and (6) required because of any other claim of the Contractor for a change in the Contract Time or the Contract Price which is recommended for approval by the Engineer.
- 9.4 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to surety, it shall be the Contractor's responsibility to so notify the surety. The amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the Port.

ARTICLE 10 - CHANGE OF CONTRACT PRICE

Request for Proposal

10.1 The Engineer may request a fixed price proposal from the Contractor for changes in the Work. The Contractor shall prepare a fixed price proposal in the following format:

A. Direct Costs

- 1. Material (itemize).
- 2. Labor (man-hours, rates by crafts).
- 3. Labor burden (fringes, insurance, payroll taxes, etc.).
- 4. Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
- 5. Small tools and supplies (itemize).

B. Direct costs shall not include:

- Payroll costs and other compensation of the Contractor's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers, (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the Contractor's fee.
- 2. Expense of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 3. Any part of the Contractor's capital expenses. Interest on the Contractor's capital employed for the Work. Charges against the Contractor for delinquent payments.
- 4. Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
- 5. Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
 Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
- 6. Other overhead or general expense costs of any kind.

C. Subcontract Costs

- 1. Material (itemize).
- 2. Labor (man-hours, rates by crafts).
- Labor burden (fringes, insurance, payroll taxes, etc.).

- Equipment (type, size, attachments, hours, rate). The Rental Blue Book will be used to establish rates as provided in Item 10.8.
- Small tools and supplies (itemize). 5.
- Subcontractor's fee for overhead and profit shall be limited to a negotiated amount not to exceed 15 percent of the cost incurred under Items C.1. through C.3. above. (No fee allowed for Items C.4. and C.5.)
- The Contractor's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If none can be agreed upon, the fee shall not exceed the following:
 - 1. Costs incurred under Paragraph 10.1, A, Items 1 through 3: (No fee allowed for Items 4 and 5)

15 percent

Costs incurred under Paragraph 10.1, C, Items 1 through 3: First \$1,000 Amount Above \$1,000

10 percent 8 percent

(No fee allowed for Items 4, 5, and 6)

- The amount of credit to be allowed by the Contractor to the Port for a change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in the Contractor's overhead and profit fee by an amount equal to 10 percent of the net decrease; and
- F. When both additions and credits are involved in any one change, the adjustment in the Contractor's overhead and profit fee shall be computed on the basis of the net change in cost.
- If agreement cannot be reached in the fixed price proposal, the Engineer may require the Work to be performed on the basis of Cost of Work (Force Account).

Unit Prices

- 10.2 In the case of unit price bid items:
 - A. The Engineer may increase the units of Work without limit or adjustment of unit prices.
 - В. A major item of Work is defined as any item in a unit price bid schedule which is equal to or greater than 10 percent of the Contract Price as bid. The Engineer may decrease the estimated quantity in a major item of work. If the Engineer decreases the quantity in a major item of Work in excess of 25 percent, the remaining quantity shall be subject to a negotiated change in unit price.
 - C. A minor item of Work is defined as any item in a unit price bid schedule which is less than 10 percent of the Contract Price as bid. The Engineer may decrease the estimated quantity or delete a minor item of Work. If accumulation of such changes decreases the Contract Price more than 25 percent based on the estimated quantities and prices bid, the remaining items of Work shall be subject to a negotiated change in unit price.

Lump-Sum Breakdown

10.3 The price of changes in a lump-sum agreement or lump-sum bid items will be based on the lump-sum breakdown furnished in accordance with Item 2.9.

Deleted Items

10.4 Deletion of any items shall not be a waiver of any condition of the Agreement nor invalidate any of its provisions. The Contractor will be paid for all Work performed toward the completion of the item prior to such deletion as provided in Item 10.5. No allowance will be made for anticipated profits. Materials delivered to the site or acceptably stored at approved sites at the order of the Engineer but left unused will, if the materials are not returnable by the Contractor for credit, be purchased from the Contractor by the Port at actual cost without allowance for overhead or profit. They shall thereupon become the Port property.

Cost of Work (Force Account)

- 10.5 The Engineer may order Work performed on the basis of Cost of Work (Force Account). Cost of Work means the sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Port, such costs shall be in amounts no higher than those prevailing in the locality of the Work, shall include only the following items, and shall not include any of the costs itemized in Item 10.6. The Contractor's authorized agent and the Engineer shall compare records of Work on a Cost of Work basis at the end of each workday. Copies of these records will be made in duplicate by the Engineer and shall be signed daily by both the Engineer and the Contractor's authorized agent. Fully itemized invoices for Cost of Work shall be submitted monthly, in triplicate, to the Engineer. The Contractor submittal shall be in the format described in Item 10.1. Payment will be included with regular periodic progress payments. The Contractor shall submit final billing for Cost of Work within 30 days after completion of that unit of Work. Cost of the Work may include:
- A. Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Port and the Contractor. Such employees shall include superintendents and foremen at the site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to: (1) salaries and wages; and (2) fringe benefits including social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by the Port.
- B. Cost of all materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Port deposits funds with the Contractor with which to make payments, in which case the cash discounts will accrue to the Port. All trade discounts, rebates and refunds, and all returns from sale of surplus materials will accrue to the Port. The Contractor shall make provisions so that they may be obtained.
 - C. Payments made by the Contractor to Subcontractors for Work performed by Subcontractors. If required by the Port, the Contractor shall obtain competitive bids from Subcontractors acceptable to the Contractor and shall deliver such bids to the Port who will then determine

which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of Work plus a fee, the Subcontractor's Cost of Work shall be determined in the same manner as the Contractor's Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

- D. Costs of special consultants employed for services specifically related to the Work.
- E. Supplemental costs defined as:
 - 1. The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.
 - Cost, including transportation and maintenance, of all materials, supplies, equipment,
 machinery, appliances, office, and temporary facilities at the site. Hand tools not owned
 by the workers, which are consumed in the performance of the Work. Cost less market
 value of such items used but not consumed which remain the property of the Contractor.
 - 3. Rental of all construction equipment and machinery and the parts thereof in accordance with rental agreements approved by the Engineer. The costs of transportation, loading, unloading, installation, dismantling, and removal may be included. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.9. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - 4. The moving allowance for transferring trucks shall be the calculated rate plus the operator's wage. For other equipment transferred under its own power, the moving allowance shall be limited to three-fourths the calculated rental rate plus the operator's wage.
 - 5. Move-out allowance for the return of equipment to the location from which it was obtained. In the event the move out is to a different location, payment shall not exceed the amount of the move in. Payment will not be allowed for moving equipment from site to site within the work area after the equipment is on the job.
 - 6. Charges for mechanics' time utilized in servicing equipment to ready it for use prior to moving to the work area will not be allowed. Neither will move-in allowances be made for equipment brought to the work area for Force Account work which is subsequently retained and utilized in completion of the Work.
 - 7. The rental rate for cars or pickups will be the rate for a 4 x 2 one-half-ton truck in Section 20 of the Rental Rate Blue Book. See Item 10.8.
 - 8. Equipment will be eligible for payment when operated and used on a full-time basis; equipment is considered to be used full time when the equipment must be manned and ready for use on a full-time basis.
 - When the Engineer determines the equipment need not remain at the site continuously, payment will be limited to actual hours of use.
 - Rental rates for equipment retained on the Work for an extended duration will be adjusted to the current rate once each year from the date of Notice to Proceed.

- 11. Sales, use, or similar taxes related to the Work, and for which the Contractor is liable, imposed by any governmental authority.
- 12. Costs for royalty payments, fees, permits, and licenses other than those caused by the Contractor's negligence.
- 13. Losses, damages, and related expenses sustained by the Contractor in connection with the execution of the Work. Not included are losses, damages, and related expenses compensated by insurance. Losses, damages, and related expenses caused by negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Losses, damages, and related expenses shall include settlements made with the written consent and approval of the Port. No such losses, damages and related expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's fee. If, however, any such loss, damage, and related expense requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid a fee for services proportionate to that stated in Item 10.7.
- 14. The cost of utilities, fuel and sanitary facilities at the site.
- 15. Minor expenses in connection with the Work such as: (1) telegrams, (2) long distance telephone calls, (3) telephone service at the site, (4) expressage, and (5) petty cash items.
- Cost of premiums for additional Bonds and insurance required because of changes in the Work.
- 17. Rental of all the Contractor owned and operated power tools and equipment which the Engineer approves for use. The Rental Rate Blue Book will be used to establish rates as provided in Item 10.8.
- F. The hourly operating cost will be allowed for each hour that the equipment is in use. The rate will be the monthly rate divided by 176 hours for single-shift operations. Hourly rates will be adjusted for two- and three-shift operations as recommended by the Rental Rate Blue Book as provided in Item 10.8.
- G. Equipment attachments will be included in the rate only when deemed by the Engineer to be essential to the Work. When multiple attachments are approved for use (tractor with ripper, dozer or tractor with loader and backhoe, etc.) and the attachments are being used interchangeably, only the one attachment having the higher rate will be eligible for payment.
- H. Standby time, when ordered by the Engineer, will be paid as follows: One-third of the total rate established in Paragraphs 10.5, F. and 10.5, G. above, rounded to the nearest 10 cents. Standby rates which are calculated at less than one dollar per hour will not be paid. No more than 8 hours of standby will be paid during a 24-hour period. No more than 40 hours of standby will be paid during a one-week period. In the event of breakdown, or shutdown by order of the Engineer, of part or all of the equipment being used, payment for such equipment that is idled shall cease. Labor that is idled and cannot be diverted to other Work will be paid through the one-half shift during which the breakdown or shutdown occurred. No other payment will be made for non-operating hours. Rental will not be allowed for equipment listed in Section 18, Shop Tools, of the Rental Rate Blue Book having a daily rate of less than \$5 each. Individual pieces of equipment not specifically covered by the Rental Rate Blue

Book and having a value of \$350 or less shall be considered "small tools and equipment for which no rental is allowed."

Cost of Work (Force Account) Shall Not Include

- 10.6 See Item 10.5 regarding work performed on the basis of Cost of Work (Force Account); Cost of Work (Force Account) shall not include the following items:
 - A. Payroll costs and other compensation of the Contractor's: (1) officers, (2) executives, (3) principals of partnerships and sole proprietorships, (4) general managers, (5) engineers, (6) architects, (7) estimators, (8) lawyers, (9) auditors, (10) accountants, (11) purchasing and contracting agents, (12) expeditors, (13) timekeepers, (14) clerks, and (15) other personnel not specifically included in the agreed-upon schedule of job classifications referred to in Paragraph 10.5, A. These costs shall be considered administrative costs covered by the Contractor's fee.
 - Expense of the Contractor's principal and branch offices other than the Contractor's office at the site.
 - C. Any part of the Contractor's capital expenses. Interest on the Contractor's capital employed for the Work. Charges against the Contractor for delinquent payments.
 - D. Cost of premiums for all Bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same. Exception shall be for additional Bonds and insurance required because of changes in the Work.
 - Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Negligence costs include: (1) correction of defective Work, (2) disposal of materials wrongly supplied, and (3) making good any damage to property.
 - Other overhead or general expense costs of any kind. The costs of any item not specifically and expressly included in Paragraph 10.5, A through H.
- The Contractor's fee allowed for overhead and profit shall be a mutually acceptable fixed fee. If 10.7 none can be agreed upon, the fee shall not exceed the following:
 - Costs incurred under Paragraphs 10.5, A and 10.5, B: 15 percent (No fee allowed for Paragraphs 10.5, D through H)
 - Costs incurred under Paragraph 10.5, C less Subcontractor's fee: First \$1,000

Amount Above \$1,000

10 percent 8 percent

C. If a subcontract is on the basis of the Cost of Work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit will be 15 percent of the costs incurred under Paragraphs 10.5, A. and 10.5, B. (No fee allowed for Paragraphs 10.5, D through H)

Rental Rate Blue Book

The Rental Rate Blue Book, published by the Equipment Guide-Book Company, P.O. Box 10113, Palo Alto, California 94303, will be used to establish rates. Rate modifications indicated on area

maps in the Rental Rate Blue Book will not apply. The effective date of each section of the Rental Rate Blue Book when revised by the Equipment Guide-Book Company will be established by the Port. The Rental Rate Blue Book denotes discontinued models by showing a star next to the model number. Many manufacturers continue the same model number through successive years. In the event the Engineer and the Contractor are unable to distinguish discontinued models from current models having different rates in the Rental Rate Blue Book, the lower rate shall apply. In the event a rate is not given for either a new model or an older model, a rate for the most similar model in the Rental Rate Blue Book will be used for establishing a rate. Such characteristics as manufacturer, capacity, horsepower, and fuel will be used as the basis for selecting a similar model. In the event a rate has not been established for a particular equipment category in the Rental Rate Blue Book, the Contractor shall call the Equipment Guide-Book Company for a written response for a rental rate on the equipment and present to the Engineer for approval before use of the equipment. The Rental Rate Blue Book rates in effect at the time the Work is authorized are the maximum rates allowable for equipment of modern design in good working condition.

ARTICLE 11 - CHANGE OF CONTRACT TIME

- 11.1 Contract Time shall be changed only by a Change Order. Any extension in Contract Time shall be based on written request delivered to the Engineer within 10 days of the occurrence of the event. Notice of the extent of the time, with supporting data, shall be delivered within 30 days of such occurrence. Failure to deliver any referral to the Engineer within the time limits specified above shall completely foreclose consideration of an extension in Contract Time and all rights and remedies arising therefrom. Failure of Subcontractors or suppliers to meet their contract obligations shall not be cause for extension of time.
- 11.2 All time limits stated in the Contract Documents are of the essence.
- 11.3 Time extensions will be granted only when conditions described in Items 11.4, 11.5 and 11.6 exist and when the approved Work Progress Schedule substantiates the need. The Engineer will inform the Contractor in writing of the amount of time extension granted. An adjustment of Contract Time shall be the Contractor's sole remedy for any delay in Substantial Completion of the Work, except to the extent the delay is unreasonable and is caused by the acts or omissions of the Port or persons acting for the Port. To the extent the delay is unreasonable and is caused by the acts or omissions of the Port or persons acting for the Port, the Contractor is not precluded from recovery of damages or from an equitable adjustment.
- 11.4 The Contractor shall be entitled to an extension of the Contract Time equal to the length of any period during which the Contractor is completely prevented from performing any work under the Agreement because of an Act of God or the acts or omissions of the Port or the Port's agents, and shall be entitled to an equitable adjustment of the Contract Time to be determined by the Engineer if all or part of the work under the Agreement is hindered, delayed, or suspended by an Act of God or the acts or omissions of the Port or the Port's agents.
- 11.5 For those contracts which specify a completion date rather than contract duration, the specified Substantial Completion date will be adjusted if the period between the date of bid opening and the date of Notice to Proceed is more than that stated in Document 00100, Instructions to Bidders, as the period during which the bid cannot be revoked. The adjustment will be the addition of one day for each day over that specified period, less the number of calendar days over 10 in which the

- CONTRACTOR fails to deliver the executed Agreement and Performance and Payment Bond and furnish the required evidence of insurance to the PORT.
- 11.6 Work covered by Change Order may require time extension or reduction. The amount of time extension or reduction will be agreed upon by the Contractor and the Engineer.

ARTICLE 12 - WARRANTY; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

Warranty

12.1 The Contractor warrants to the Port that all Work shall be in accordance with the Contract Documents and shall not be Defective.

Tests and Inspections

- 12.2 The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals.
- 12.3 The Contractor shall:
 - A. Be responsible for compliance with all laws, ordinances, rules, regulations, codes, and orders of any public body having jurisdiction over inspection, testing, or approval of the Work. The Contractor shall pay all related costs. See Items 6.14 and 6.15 for reimbursement.
 - B. Furnish the Engineer the required certificates of inspection, testing, and approval.
 - C. Be responsible for inspection or testing required for the Engineer's acceptance of a manufacturer, fabricator, supplier, or distributor of materials. The Contractor shall pay all related costs.
 - D. The Port will pay the cost of all other inspections, tests, and approvals unless otherwise specified.
- 12.4 If any Work that is to be inspected, tested, or approved is covered without concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's expense unless: (1) the Contractor has given the Engineer timely notice of intent to cover such Work, and (2) the Engineer has not acted with reasonable promptness in response to such notice.
- 12.5 The following shall not relieve the Contractor from his obligation to perform the Work in accordance with the Contract Documents: (1) observation by the Engineer, (2) inspections, (3) tests, (4) approvals by others.

Uncovering Work

- 12.6 Any Work covered contrary to or without concurrence of the Engineer, must, if requested by the Engineer, be uncovered for the Engineer's observation. It shall be replaced at no added cost to the Port.
- 12.7 The Contractor, at the Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing, as the Engineer may require, any portion of Work in question. The Contractor shall furnish all necessary labor, material, and equipment. If it is found that such

Work is Defective, the Contractor shall bear all the costs of: (1) uncovering, (2) exposure, (3) observation, (4) inspection, (5) testing, (6) satisfactory reconstruction, and (7) additional professional services. An appropriate deductive Change Order will be issued. If, however, such Work is found not to be Defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction if he makes a request therefor as provided in Articles 10 and 11.

Engineer May Stop the Work

12.8 The Engineer may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated if: (1) the Work is Defective, and (2) the Contractor fails to supply sufficient skilled workers or suitable materials or equipment. However, this right of the Engineer to stop the Work shall not give rise to any duty on the part of the Engineer to exercise this right for the benefit of the Contractor or any other party.

Correction or Removal of Defective Work

12.9 If required by the Engineer, the Contractor shall promptly, without added cost to the Port, and as specified by the Engineer: (1) correct any Defective Work, whether or not fabricated, installed, or completed; or (2) if the Work has been rejected by the Engineer, remove it from the site and replace it with nondefective Work.

One-Year Correction Period

- 12.10 If any Work is found to be Defective:
 - A. Within one year after the date of Final Acceptance
 - B. Or such longer time prescribed by law
 - C. Or by the terms of any special guaranty or extended warranty required by the Contract Documents
 - D. Or by any specific provision of the Contract Documents,

The Contractor shall correct such Defective Work:

- A. Promptly,
- B. Without added cost to the Port, and
- C. In accordance with the Engineer's written instruction.

If the Work has been rejected by the Engineer, the Contractor shall:

- A. Remove it from the site and
- B. Replace it with nondefective Work.

If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Port may have the

Defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

Acceptance of Defective Work

12.11 Instead of requiring correction or removal and replacement of Defective Work, the Port may accept it. Any and all costs associated with required testing or certification of the work or materials shall be the responsibility of the Contractor. If acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents. The Change Order will include appropriate reduction in the Contract Price. If the acceptance occurs after final payment, an appropriate amount shall be paid by the Contractor to the Port.

Port May Correct Defective Work

12.12 If the Contractor fails, within 3 days after written notice from the Engineer, to proceed to correct Defective Work or to remove and replace rejected Work as required by the Engineer in accordance with Item 12.9, or if the Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the Work Progress Schedule), the Port may after a 3-day written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights under this paragraph, the Port will proceed expeditiously. To the extent necessary to complete corrective and remedial action, the Port may: (1) exclude the Contractor from all or part of the site; (2) take possession of all or part of the site; (3) suspend the Contractor's services related thereto; (4) take possession of the Contractor's tools, appliances, construction equipment and machinery at the site; and (5) incorporate in the Work all materials stored at the site or for which the Port has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Port representatives, agents, and employees such access to the site as may be necessary to exercise the rights under this paragraph. All direct and indirect costs in exercising such rights will be charged against the Contractor. A Change Order will be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs will include, in particular but without limitation: (1) additional professional services required, and (2) repair and replacement of Work of others destroyed or damaged by correction. removal, or replacement of the Contractor's Defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise of the Port's rights hereunder.

ARTICLE 13 - PAYMENTS TO THE CONTRACTOR AND COMPLETION

Before Application for Progress Payment

- 13.1 Prior to submitting the first application for progress payment, the Contractor shall submit the following to the Engineer:
 - A. Work Progress Schedule.
 - B. Final Shop Drawings submission schedule.
 - C. Cash Flow Schedule.
 - D. Lump-sum breakdown of the Work.

E. Wage certification.

Application for Progress Payment

- 13.2 The Contractor may apply for monthly progress payments on Work completed by the date of application. Application shall be made on the Contractor's Monthly Estimate Application (forms follow these General Conditions) and be accompanied by supporting documentation required by the Contract Documents and also as the Engineer may require. Applications shall be signed by the Contractor and submitted to the Engineer for review.
 - All applications, except the first application, shall include the Contractor's Lien Waiver affidavit (form follows these General Conditions) stating that all of the Contractor's obligations to date relating to the Work have been paid.
- 13.3 Materials delivered and stored on site but not yet incorporated in the Work may be included in the application for progress payment subject to approval by the Engineer and the following:
 - A. No payment on stored materials costing less than \$50,000.
 - B. The Port's title to and interest in must be clearly established.
 - C. Value shall be established by invoice, freight bill, or other document. The progress payment will be limited to 90 percent of the net cost to the Contractor.
 - D. When there is a bid price on materials in place, the Engineer will estimate the cost of placing. The progress payment will be limited to 90 percent of the bid price less the estimated cost of placing.
 - E. Items shall be covered by appropriate insurance.
- 13.4 Progress payment shall not be construed as acceptance or approval of such Work or waiver of any defects therein.

Retainage

13.5 Five percent of each progress payment will be deducted and retained by the Port.

Review of Application for Progress Payment

- 13.6 The Engineer will review each application for progress payment and recommend payment or return to the Contractor with written reasons for not recommending payment.
- 13.7 The Port may refuse to make payment, in whole or any part, if:
 - A. The Work is defective, or completed Work has been damaged requiring correction or replacement;
 - B. Written claims have been made against the Port or liens have been filed in connection with the Work;
 - C. The Contract Price has been reduced;
 - D. The Port has been required to correct Defective Work or complete the Work in accordance with Item 12.12,

- E. The Contractor's prosecution of the Work in accordance with the Contract Documents is unsatisfactory;
- F. The Contractor has failed to make payment to Subcontractors, or for labor or materials; or
- G. The Contractor is in breach of this contract.

Substantial Completion

- 13.8 When the Contractor considers the entire Work ready for its intended use, he shall certify in writing that the entire Work is Substantially Complete and request a letter confirming Substantial Completion. Within 15 days thereafter, the Contractor and the Engineer shall make an inspection of the Work to determine the status of completion. If the Engineer considers the Work Substantially Complete, he will within 15 days of date of inspection execute and deliver to the Contractor a confirming letter with a list of items to be completed or corrected. The letter will state the date of substantial completion. If the Engineer does not consider the Work Substantially Complete, he will notify the Contractor in writing giving reasons therefor.
- 13.9 The Port will have the right to exclude the Contractor from that part of the Work after the date of Substantial Completion. The Port will allow the Contractor reasonable access to complete or correct items on the list.

Partial Utilization

- 13.10 The Engineer may request in writing that the Contractor permit the Port to use any part of the Work which is Substantially Complete and which may be used without significant interference with construction of the other parts of the Work. If the Contractor agrees, the Contractor shall certify that that part of the Work is Substantially Complete. The Engineer will also issue to the Contractor a confirming letter with a list of items to be completed or corrected. The Port will assign responsibility for security, operation, safety, maintenance, utilities, and insurance for that part of the Work.
- 13.11 In lieu of issuing a letter confirming Substantial Completion for part of the Work, the Port may take over operation of part of the Work whether or not it is Substantially Complete if such part is functionally and separately useable.

Final Inspection

13.12 When the Contractor considers the entire work to be complete, he shall certify in writing that the entire Work is Complete and request a letter confirming Completion. Within 15 days thereafter, the Engineer will make Final Inspection and will notify the Contractor, in writing, of all particulars in which this inspection reveals that the Work is incomplete or Defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

Application for Final Payment

- 13.13 The Contractor may make application for final payment after Final Inspection and after all Work is complete and all deficiencies corrected. The Contractor shall make application for final payment following the procedure for progress payments. The application shall be preceded or accompanied by all documentation called for in the Contract Documents and other data as the Engineer may require. Some examples of documentation are:
 - A. Operating and maintenance instructions and manuals.

- B. Marked-up Drawings for creating as-constructed Drawings.
- C. Schedules.
- D. Manufacturers' warranties or extended warranties.
- E. Bonds.
- F. Certificates of inspection.
- G. Releases or waivers of all liens arising out of or filed in connection with the Work.
- H. The Contractor's affidavit that the releases or waivers include all labor, services and materials for which a lien could be filed.
- I. The Contractor's Lien Waiver affidavit that all payrolls and materials bills and other indebtedness connected with the Work for which the Port might in any way be responsible have been paid or otherwise satisfied (form follows these General Conditions).
- J. Consent of surety, if any, to final payment.

If any Subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Port to indemnify the Port against any lien.

Final Acceptance and Final Payment

- 13.14 Upon receipt of the Contractor's application for final payment, the Engineer will, within 15 days, recommend final payment or return the application to the Contractor. If the application is returned, the Engineer will give the Contractor written reasons for not recommending final payment. The Contractor shall make the necessary corrections and resubmit the application. When the Work is complete and the final application for payment is accepted, the Engineer will give the Contractor written Final Acceptance. The Port will pay the Contractor the recommended amount within 30 days of the date of Final Acceptance.
- 13.15 If late in making payment, the Port will pay the Contractor interest at the rate of 1 1/2 percent per month on the final payment due the Contractor. Interest will commence 30 days after Final Acceptance and run until final payment is tendered to the Contractor.

Contractor's Continuing Obligation

- 13.16 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute acceptance of Work not in accordance with the Contract Documents or release the Contractor from obligation to perform the Work in accordance with the Contract Documents:
 - A. Recommendation of any progress or final payment.
 - B. Payment by the Port to the Contractor.
 - C. Issuance of a letter of Substantial Completion.
 - D. Use or occupancy of the Work or any part by the Port.

- E. Any act of acceptance by the Port.
- F. Any failure of acceptance by the Port.
- G. Any correction by the Port of Defective Work.

Contractor's Warranty of Title

13.17 The Contractor warrants that title to all Work and materials covered by any application for payment, whether incorporated in the Work or not, will pass to the Port at the time of payment. Title shall be free and clear of all liens, claims, security interests and encumbrances.

Waiver of Claims

- 13.18 The making of final payment will constitute a waiver of all claims by the Port against the Contractor except claims arising from:
 - A. Unsettled liens.
 - B. Defective Work appearing after Final Inspection.
 - C. Failure to comply with the Contract Documents.
 - D. Failure to comply with the terms of any special guaranties.
 - E. The Contractor's continuing obligation under the Contract Documents.

The acceptance of final payment will constitute a waiver of all claims by the Contractor against the Port other than those made in writing and still unsettled.

Liquidated Damages

13.19 Time is of the essence of this Agreement. It is agreed by the parties to the Agreement that in case the Work required under the Agreement is not completed within the applicable Contract Time, damage will be sustained by the Port and that it is and will be impractical to determine the actual damage which the Port will sustain by reason of such delays. It is therefore agreed that the Contractor shall pay the PORT, not as a penalty, but as liquidated damages the per diem amount set forth in the Agreement for each day elapsed beyond the Substantial Completion date stated in the Notice to Proceed applicable to the Work required under the Agreement. Permitting the Contractor to continue and finish the Work or any part thereof after Substantial Completion shall in no way operate as a waiver on the part of the Port of any of its rights under the Agreement. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire Agreement. Payment of liquidated damages shall not constitute a waiver of the Port's right to collect any additional damages which it may sustain by failure of the Contractor to carry out the terms of the Agreement. It is the intent of the parties that said liquidated damages be full and complete payment only for failure of the Contractor to complete the Work on time. Liquidated damage amounts may be withheld by the Port from any partial or final payment due the Contractor.

Other Damages

13.20 The Port will further have the right to charge the Contractor, and to deduct from any payment due: (1) the actual cost of the Port's engineering; (2) inspection; and (3) overhead expenses which are

- directly chargeable to the Agreement, and which accrue during the period between the Substantial Completion date stated in the Notice to Proceed and the date of Final Acceptance. Costs of final surveys and preparation of final estimate will not be included in such charges.
- 13.21 The Port shall have the right to recover from the Contractor and, to the extent permitted by law, to deduct from any payment due the Contractor, the amount of any loss suffered by the Port on account of the failure of the Contractor, Subcontractor, any anyone directly or indirectly employed by any of them and anyone for whose acts any of them may be liable to comply with the rules and regulations referenced or contained in the Contract Documents.

ARTICLE 14 - SUSPEND, TERMINATE, OR ABANDON THE WORK

Port May Suspend the Work

14.1 Suspension of the Work:

- A. The Port may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice, in writing, to the Contractor which will fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, subject to the Engineer's approval.
- B. In the event the Contractor, Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable fails to comply with the rules and regulations referenced in the Contract Documents, the Port may suspend the Work or any portion thereof and may continue the suspension until completion of any investigation or evaluation by the Port and full compliance with any corrective measures which the Port may reasonably require. The Port shall not be liable to the Contractor for any delay caused by such suspension, nor shall there be any adjustment in the Contract Price or Contract Time.

Port May Terminate the Work

- 14.2 Upon the occurrence of any one or more of the following events:
 - A. The Contractor is adjudged a bankrupt or insolvent.
 - B. The Contractor makes a general assignment for the benefit of creditors.
 - A trustee or receiver is appointed for the Contractor or for any of the Contractor's property.
 - D. The Contractor files petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
 - E. The Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment.
 - F. The Contractor repeatedly fails to make prompt payments to Subcontractors or for labor and materials.
 - G. The Contractor disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction including, without limitation, ordinances adopted by the Port and

referenced in the Contract Documents, and the rules and regulations adopted by the Port's Executive Director or his designee.

- H. The Contractor disregards the authority of the Engineer.
- 1. The Contractor otherwise violates in any substantial way any provisions of the Contract Documents.

The Port may, after giving the Contractor and his surety a 7-day written notice: (1) terminate the services of the Contractor; (2) exclude the Contractor from the site; (3) take possession of the site and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor without liability to the Contractor for trespass or conversion; (4) incorporate in the Work all materials stored at the site or for which the Port has paid the Contractor but which are stored elsewhere; and (5) finish the Work as the Port may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Port. Such costs incurred by the Port will be verified by the Engineer and incorporated in a Change Order; but in finishing the Work, the Port will not be required to obtain the lowest figure for the Work performed.

14.3 Where the Contractor's services have been so terminated by the Port, the termination shall not affect any rights of the Port against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Port will not release the Contractor from liability.

Port May Abandon the Work

14.4 Upon giving the Contractor a 7-day written notice, the Port may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor will be paid for all Work executed and any costs sustained plus reasonable termination expenses.

ARTICLE 15 - CLAIMS AND DISPUTES

- 15.1 A party shall submit to the other a written statement of a claim not otherwise provided for by this contract within 30 calendar days after the claimant first has knowledge of or reason to know of the facts upon which the claim is based. The statement of claim shall recite the facts upon which the claim is based and include copies of all documentary evidence in support of the claim. Within 15 calendar days after receiving a claim, the party to which a claim is submitted shall respond in writing stating whether the claim is allowed, partially allowed, or denied. If the claimant disputes the action taken by the other party, the claimant shall deliver a written notice of dispute to the other party within 15 calendar days after the claimant receives the other party's written response to the claim. The written notice of dispute shall be entitled "Notice of Dispute." A claim shall be barred if the claimant fails to comply with the foregoing notice of dispute requirement or fails to timely deliver the notice of dispute to the other party.
- 15.2 The parties shall attempt to resolve all disputes by negotiation. Negotiations shall be initiated at the earliest opportunity. Each party shall freely share unprivileged information requested by the

- other and shall make a good faith effort to ensure that all relevant issues are fully developed and fairly presented to the other side.
- 15.3 If a dispute cannot be resolved through negotiations between the Contractor's representatives and the Port's Construction Contract Manager and the Engineer, the parties shall submit the dispute to mediation. Either party may request mediation. The requesting party must suggest an independent mediator with the request for mediation. If the parties cannot agree upon a mediator, either party may apply to the Presiding Judge, Multnomah County Circuit Court, for appointment of a mediator. The parties shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorney fees. Mediation shall be at Portland, Oregon, unless the parties agree otherwise.
- 15.4 If a dispute is not resolved by mediation, the parties may, but are not required to, agree to submit the dispute to binding arbitration, in which case the parties shall agree upon the arbitrator, the applicable rules for arbitration, the time and place of arbitration, and the allocation of costs and attorney fees related to the arbitration.
- 15.5 If a dispute cannot be resolved by mediation, and the parties do not agree to submit the dispute to arbitration, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction located in Multnomah County, Oregon. The prevailing party shall be entitled to recover attorney fees and costs at trial and on appeal.
- 15.6 Except to the extent performance may be legally excused under the particular circumstances, each party shall continue to perform its duties under the contract while the resolution of a dispute is pending. Failure to comply with this requirement shall be a material breach of the contract.

ARTICLE 16 - MISCELLANEOUS

Giving Notice

- 16.1 When the Contract Documents require that written notice be given, notice shall be deemed valid if it is:
 - A. Hand carried to the person to whom it is intended, or
 - B. Hand carried to an officer of the firm for which it is intended, or
 - C. Sent by registered or certified "Return Receipt Requested" mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time

16.2 Any period of time referred to in the Contract Documents by days shall be computed to exclude the first and include the last day of such period. If the last day of any time period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted.

Liability Claims

16.3 Should the Port or the Contractor suffer injury or damage to his person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or

others for whose acts the other party is legally liable, claim shall be made: (1) in writing, and (2) to the other party within a reasonable time of the first observance of such injury or damage.

Rights and Remedies

16.4 The General Conditions impose duties and obligations on the contract parties and provide for rights and remedies. Refer in particular to Items 6.38, 12.1, 12.9, 12.12, 13.16 and 14.2. They outline some of the warranties, guaranties, and obligations imposed on the Contractor, and rights and remedies allowed the Port. The rights and remedies available to each party are in addition to, and shall not limit, actions allowed by law or other parts of the Contract Documents. All representations, warranties, and guaranties made in the Contract Documents shall survive final payment and termination or completion of this Agreement. The content of this paragraph shall apply as if repeated specifically in the Contract Documents in connection with each duty, obligation, right, and remedy.

Savings Clause

16.5 All provisions of the Contract Documents are separable and independent of the others. If any provision of the Contract Documents, including but not limited to any provision of a document incorporated by reference, is declared invalid for any reason, the remainder of the Contract Documents shall remain valid and in full force and effect.

APPLICATION NO.	
PAGE 1 OF	

THE PORT OF PORTLAND

CONTRACTOR'S REQUEST FOR PAYMENT

ONTRACTOR: ROJECT TITLE:		
P NO:		
Work performed through:/	TOTAL WORK COMPLE Total Bid Item Work	TE TO DATE:
Report of DBE Compliance attached (if required).	Total Change Order Work Total Change Order Wor Total Material on Hand	
 □ Wage certifications for all labor are attached, or have been previously submitted. □ The undersigned certifies that to the best of the undersigned's knowledge: 	Total to Date	\$
1) work covered by this invoice is in accordance with the contract documents, and	Less 5% Retainage Less Previous Payments	\$ \$
2) the Contractor is entitled to payment of the amount requested by the invoice.	PAYMENT NOW DUE	\$
☐ Lien Waiver attached (not required for first application for payment).	PORT OF PORTLAND RE	EVIEW ACTION:
		pprove://
Contractor's Representative	Ву:	
DATE.	Construction Contracts N	Manager:
DATE:/	•	pprove: / / isapprove: / /
	Ву:	

	APPLICATION NO PAGE 2 OF
CONTRACTOR:	
PROJECT TITLE: PROJECT NO: AIP NO:	

BID ITEMS

Bid Item	Description	Bid Quantity	Unit	Unit Price	(Cun	nulative)		Only
		##F			Quantity	Amount	Quantity	Amount
	· ·							
							·	
		·						
								,
		<u></u>						

APPLICATION NO	
PAGE 3 OF	

CONTRACTOR:	
PROJECT TITLE: PROJECT NO: AIP NO:	·

CHANGE ORDERS

Change Order	Description	Amount	Total Worl Previous Estimates (Cumulative)	Only
			Quantity Amount	Quantity Amount

LIEN WAIVER

Project Title:			·
Project Number:			
The undersigned, ha	aving the position of		
*.1		.	(Office)
with	ompany Name)	, first beir	ng duly swom, states that he is duly
authorized and appo	ointed as its agent to execu		Waiver. That he does hereby certify ished all materials and labor and has
			ort of Portland on the above-described
subcontractors, mat project; (2) that the vendors, suppliers, save harmless the P administrative and s material vendors, su above-stated sum fr claims and lien righ performed and mate	erial vendors, suppliers, a undersigned warrants that agents, and employees; an ort from any and all liabil staff time, arising out of it appliers, agents, and emplo om the Port of Portland, the	gents, and ent it has fully paid (3) that the ity, expense, s failure to floyees on this he undersigned ith the above	
			Contractor
		D.,	
		Ву	
•			Contractor's Representative
Subscribed and swo	orn to before me this	day of	, 19
			•
			Notary Public
. •			INOTALLY PROFILE
	·.		Commission Expiration Date

DOCUMENT 00800 SUPPLEMENTARY CONDITIONS

1.1 GENERAL

- A. These supplements modify, delete from, or add to the General Conditions.
- B. Where an article, paragraph, or clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, or clause remain in effect.
- C. Specific project requirements stated in other documents such as the Bid, Agreement, or in Division 1 (General Requirements) take precedence over the General Conditions.

1.2 SPECIFICATIONS LANGUAGE

A. Unless specifically stated otherwise, all specifications are directed to the Contractor. This includes statements which have no grammatical subject, as in "Install equipment plumb and level."

1.3 CONSTRUCTION DRAWINGS

A. Errors or discrepancies in the bid drawings may be corrected in the drawings issued for construction.

1.4 LICENSE REQUIREMENT

A. The Contractor and subcontractors shall be licensed to do work in the City of Portland.

1.5 LONGSHORE AND HARBORWORKERS' COMPENSATION ACT

A. The Contractor shall provide evidence of compliance with the Longshore and Harborworkers' Compensation Act prior to commencing work on this project. If the Contractor is a qualified self-insured employer, a copy of the Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to the Port.

1.6 JONES ACT COMPENSATION

A. The Contractor shall provide evidence of compliance with the Jones Act, covering the master and crew of any vessel used in conjunction with this project, prior to commencing work. If the Contractor is a qualified self-insured employer, a copy of the Contractor's Certificate of Compliance and a certificate of insurance evidencing excess insurance must be forwarded to the Port.

1.7 PROTECTION AND INDEMNITY AND TOWER'S LIABILITY INSURANCE

A. The Contractor shall provide certificate(s) of insurance evidencing protection and indemnity including Tower's Liability Insurance in an amount not less than \$1 million combined single limit for property damage and bodily injury. In lieu of Protection and Indemnity Insurance, the Contractor shall provide evidence of commercial general liability insurance verifying that the watercraft exclusion has been deleted.

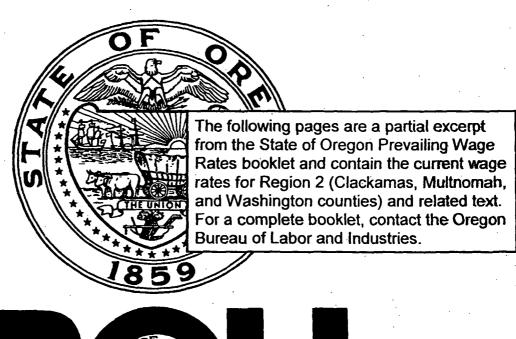
ADDENDUM NO. 2General Conditions Item 6.14. Delete in its entirety and replace with the following:

- "A. Permits for removal and disposal of dredging materials have been issued by the U. S. Army Corps of Engineers, Portland District (Permit No. 96-496, dated October 31, 1996, and Permit No. 071-OYA-1-008760, dated September 16, 1991). Copies of these permits are attached as Exhibits A and B and are hereby incorporated into the Specifications. Permits to be issued by the Oregon Division of State Lands are forthcoming and will be available prior to submission of bids.
- "B. The Contractor shall conform to the provisions, conditions, and requirements of the permits, including notices to the appropriate agencies (city, state, and Corps of Engineers) of dredging activities.
- "C. Conflicts, if any, between the specifications and issued permits, observed by the Contractor, shall be brought to the attention of the Engineer."

PREVAILING WAGE RATES

for

Public Works Contracts in Oregon





Jack Roberts Commissioner Bureau of Labor and Industries

Effective July 1, 2000

REGION #2 Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Asbestos Workers/Insulators	See Appendix	See Appendix
Boilermakers	See Appendix	See Appendix
Bricklayers/Stonemasons	See Appendix	See Appendix
Carpenters	See Appendix	See Appendix
Cement Masons	See Appendix	See Appendix
Diver / Divers' Tender	See Appendix	See Appendix
Dredging (Asst. Engineer, Asst. Mate, Fireman, Oilers, Operators, Tenderman)	See Appendix	See Appendix
Drywall Applicator (Drywall/Wetwall)	See Appendix	See Appendix
Drywall Taper (Painters and Drywall Tapers)	See Appendix	See Appendix
Electrician	See Appendix	See Appendix
Elevator Constructors, Installers and Mechanics	See Appendix	See Appendix
Fence Constructor (not metal) (Laborers)	See Appendix	See Appendix
Fence Erector (metal)	\$14.84	\$2.97
Floor Covering Layers (Soft tile, linoleum and carpet)	\$20.10	\$4.73
Glaziers	See Appendix	See Appendix
Hazardous Materials Handler/Mechanic	\$15.13	\$4.80
Highway and Parking Stripers	See Appendix	See Appendix
Ironworkers (Structural & Reinforcing Metal Workers)	See Appendix	See Appendix
Laborers and Material Movers (Hand); Flaggers	See Appendix	See Appendix
Landscape Laborer/Technician	\$12.85	\$2.18
Lather (Drywall/Wetwall)	See Appendix	See Appendix
Limited Energy Electrician	\$21.03	\$4.00
Line Construction	See Appendix	See Appendix
Marble Setters	See Appendix	See Appendix
Marine Carpenters: Bridge, dock and wharf builders, piledriver men, boom men, marine piledrivers	\$23.91	\$6.59
Millwrights; Machine Erectors; Machinists; Millwright/Welders (Carpenters)	See Appendix	See Appendix
Painter: Brush, Roller, Machine (spray and sandblasting)	See Appendix	See Appendix
Plasterers and Stucco Masons, (Swinging Scaffold, Nozzlemen and All Other Work) (Plasterers)	See Appendix	See Appendix
Plumbers and Steamfitters/Pipefitters (Plumbers)	See Appendix	See Appendix
Power Equipment Operators		
Asphalt Paving Equipment: Asphalt Paver Operator, Asphalt Plant Operator, Roller Operator, Screed Operator (any asphalt mix)	See Appendix	See Appendix
Asphalt/Concrete Profilers: Roto-Mill, Pavement Profiler Operator, Concrete Planer, Grinder or Grooving Machine Operator	\$20.92	\$7.25
Auxiliary Equipment: Compressors, Generators, Pumps	\$19.82	\$5.11
Blade: Blade/Grader Operator	\$21.06	\$5.36

REGION #2 Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Power Equipment Operators (Continued)		
Bulldozers, Rubber-Tired Scrapers, Material Haulers: Bulldozer Operator, Rubber-Tired Scraper Operator, and Material Haulers (including "Cat wagons", DJB's, Volvos and other similar models)	\$20.33	\$5.65
Compactors/Roller Operator: (not asphalt)	\$20.04	\$6.59
Concrete: Batch Plant and or Wet Mix Operator, Concrete Finishing Machine, Brooming, Tining or Wire Mat Machine Operator, Concrete Spreader/Placer Operator, Pump Operators (concrete or grout), Concrete Slip Form Paving Machine (for installing curbs/gutters, guardrails, and/or street paving), Concrete Curing Equipment, Concrete Saw	\$20.94	\$3.47
Crane Operation: Hydraulic, Tower, Whirley, Lattice Boom, Dragline & Clamshell, Signal Men	See Appendix	See Appendix
Crushing: Crusher Plant Operator or Oiler	\$15.06	\$2.97
Drilling: Earth Boring Machine Operator (horizontal & vertical), Directional Drilling	\$18.86	\$3.50
Floating Construction Equipment: Floating Crane (or "Derrick Barge"), Clamshell or Pile Driver used in conjunction with a construction project, Underwater Equipment Operator. (Excluding Dredging Operations, which is a separate classification - see "Dredging")	\$23.46	\$7.34
Fork Lifts: Industrial Lift Truck Operator and Material Handler	See Appendix	See Appendix
Front End Loaders, Hydraulic Hoes, Excavators	\$21.67	\$5.31
Guardrail Equipment: Guardrail Punch Operator (all types), Guardrail Punch Oiler, Combination Guardrail Machines, Punch, Auger, etc)	See Appendix	See Appendix
Repairmen, Heavy Duty (Mechanics, Welders) & Oilers	\$17.79	\$4.29
Sweepers	\$24.09	\$7.48
Riggers	Receive rate for craft performing operation to which rigging is incidental.	Receive rate for craft performing operation to which rigging is incidental.
Roofers: General Roofing Materials; Irritable Bituminous Materials	See Appendix	See Appendix
Sheet Metal Duct Installers; Sheet Metal Workers	See Appendix	See Appendix
Sprinkler Fitters	\$21.58	\$5.53
Telephone and Data Cabling	\$21.03	\$4.00
Tenders to Mason Trades: Brick and Stonemasons	See Appendix	See Appendix
Tenders to Plasterers and Stucco Masons	See Appendix	See Appendix
Tile, Terrazzo, Brick and Marble Finisher	See Appendix	See Appendix

REGION #2 Clackamas, Multnomah and Washington Counties

OCCUPATION	PREVAILING WAGE RATE	FRINGE RATE
Tile Setter/Terrazzo Worker: Hard Tile Setter	See Appendix	See Appendix
Tree Trimmers (Line Constructors)	See Appendix	See Appendix
Truck Drivers, Heavy or Tractor-Trailer	\$15.24	\$3.77
Welders (Incidental)	Receive rate for craft performing operation to which welding is incidental.	Receive rate for craft performing operation to which welding is incidental.

APPENDIX

JULY 1, 2000

THE APPENDIX SECTION IS TO BE USED <u>ONLY</u> FOR REGIONS/TRADES SPECIFIED IN PAGES 14 THROUGH 53. REFER TO PAGES 14 THROUGH 53 <u>BEFORE</u> USING RATES IN THIS SECTION

	<u> Page</u>
Asbestos Workers/Hazardous Materials Handler	54
Boilermakers	
Bricklayers/Stonemasons	54
Carpenters	
Cement Masons	55-56
Divers and Divers' Tenders	56-57
Dredgers	57
Drywall/Wetwall	
Electricians	57-58
Elevator Constructors	
Glaziers ————————————————————————————————————	58
Highway/Parking Stripers	
Ironworkers	58
Laborers	58-60
Line Construction	
Marble Setters	
Painters & Drywall Tapers	61
Plasterers	61
Plumbers and Steamfitters/Pipefitters-	61
Power Equipment Operators	61-68
Roofers	68
Sheetmetal Workers	68
Soft Floor Layers————————————————————————————————————	68
Sprinkler Fitters	 6 9
Tenders to Mason Trades	69
Tenders to Plasterers	69
Tile Setter/Terrazzo Worker	69
Tile, Terrazzo, Brick and Marble Finishers	69
Truck Drivers	

OREGON DETERMINATION 2000-02 BASIC BASIC HOURLY FRINGE HOURLY FRINGE TRADE RATE BENEFIT TRADE RATE BENEFIT

ASBESTOS WORKERS	BRICKLAYERS/STONEMASONS (Continued)
Installation of insulation on machanical systems for	Arna 4
Installation of insulation on mechanical systems for Thermal and Acoustical purposes, also the installation of	Area 1
fire stop penetrations on electrical and mechanical	Delice New /s) the stills
systems.	Baker Linn (a) Umatilla
Systems.	Benton (a) Malheur (a) Union
Lauren and Ashardan Warken 00 44 7 40	Clackamas Marion Wallowa
Journeyman Asbestos Worker 28.11 7.46	Clatsop Morrow Wasco (a)
	Columbia Multnomah Washington
Removal of regulated material on mechanical	Gilliam Polk Yamhill
systems * which are not going to be scrapped. **	Hood River Sherman
1	Lincoln (a) Tillamook
Hazardous Materials	•
Handler Mechanic 13.75 3.50	Area 2
Makanharian anatama inghala ataun bathan danata 6	Doubon (b) Line (b)
*Mechanical systems include pipes, boilers, ducts, flues,	Benton (b) Linn (b)
breaching, grease ducts and acid ducts. This also	Grant Malheur (b)
includes all labor connected with the handling and	Harney Wasco (b)
distribution of materials for these systems.	Lincoln (b) Wheeler
**The removal of all regulated materials from mechanical	CARPENTERS
systems is exclusively the work of Hazardous Materials	
Handlers, unless the mechanical systems are going to be	Zone 1 (Base Rate)
scrapped. Laborers do all removal of regulated materials	
on mechanical systems to be scrapped and any non-	Group 1 23.94 7.92
mechanical (walls, ceilings, floors, beams etc.) insulation.	Group 2 24.09 7.92
They also do loading of any regulated materials after it	Group 3 24.44 7.92
has been removed, bagged and tagged, as well as	Group 4 24.59 7.92
cleanup at the removal site and all work done at the disposal site. Persons performing the removal of	Group 5 24.44 7.92
disposal site. Persons performing the removal of regulated materials are classified as Group 3 Laborers.	Group 6 24.59 7.92
regulated materials are classified as Group 5 Laborers.	Group 7 24.94 7.92
	Zone Differential for Carpenters
NOTE: Regulated materials are those materials that are	(Add to Zone 1 Rate)
regulated for the purpose of protecting the environment	
or for personal protection by EPA, OSHA, DEQ or	Zone 2 .85
Federal OSHA.	Zone 3 1.25
	Zone 4 1.70
BOILERMAKERS 24.82 9.80	Zone 5 2.00
	Zone 6 3.00
BRICKLAYERS/STONEMASONS	Zone 7 5.00
(This trade is tended by "Tenders to Masons")	
	Zone 1: Projects within 30 miles of City Hall in the
Arêà 1 25.63 8.59	Cities listed below.
(Add \$.75 per hour to Fringe for Refractory repair	Zone 2: More than 30 miles but less than 40 miles.
Work.)	Zone 3: More than 40 miles but less than 50 miles.
	Zone 4: More than 50 miles but less than 60 miles.
Area 2 24.41 8.24	Zone 5: More than 60 miles but less than 70 miles.
(Add \$.75 per hour to Fringe for Refractory repair	Zone 6: More than 70 miles but less than 100 miles.
work.)	Zone 7: More than 100 miles from the city hall of the
	employee's home local.

OREGON DETERMINATION 2000-02 BASIC BASIC HOURLY FRINGE HOURLY FRINGE TRADE RATE BENEFIT TRADE RATE BENEFIT

CARPENTERS	(Continued)

Reference Cities for Group 1 and 2 Carpenters

Albany	Eugene	Longview	Portland
Astoria	Goldendale	Madras	Port Orford
Baker	Grants Pass	Medford	Reedsport
Bend	Hermiston	McMinnville	Roseburg
Brookings	Hood River	Newport	Salem
Burns	Klamath Falls	Oregon City	The Dalles
Coos Bay	LaGrande	Ontario	Tillamook
Corvallis	Lakeview	Pendleton	Vancouver

Zones for Groups 3 and 4 Carpenters are determined by the distance between the project site and either

- 1) the worker's residence; or
- 2) City Hall of a reference city

for the appropriate group shown, whichever is closer.

Reference Cities for Group 3 and 4 Carpenters

Eugene Medford Longview North bend Portland The Dalles

Vancouver

Zones for Groups 5, 6 and 7 Carpenters are determined as follows:

- 1. For those workers who reside within zone 1 of a reference city below, their zone pay differential shall be computed based upon the distance from the City Hall of that city to the project site.
- 2. For those workers who reside nearer to the project than is the City Hall of any reference city below, the mileage from their residence to the project may be used in computing their zone pay differential.
- 3. The zone pay differential for all other projects shall be computed from the City Hall of Longview, North Bend, or Portland, whichever is closer to the project.

Reference Cities for Groups 5, 6 and 7

Astoria Klamath Falls Newport Rosebura Bend Longview North Bend Salem Eugene Medford **Portland** The Dalles

CARPENTERS (Continued)

Group 1

Group 2

Auto. Nailing Machine Carpenters Form Stripper Manhole Builders Non-irritating Insulation Cabinet & Shelving

Floor Layers & Finishers Stationary Power Saw Operators

Wall & Ceiling Insulators Irritating Insulation

Installers (wood or steel)

Group 3 Group 4

Millwrights **Machine Erectors** Machinists

Millwright/Welders (Certified Welders receive \$0.25/hour over Group 3)

Group 5 Group 6

Bridge, Dock & Wharf Builders Piledrivermen

Boom Men

Group 7

Marine Piledriver

CEMENT MASONS

(This trade is tended by "Concrete Laborers")

Zone 1 (Base Rate)

Group 1	23.66	8.45
Group 2	24.09	8.45
Group 3	24.09	8.45
Group 4	24.52	8.45

Group 1 Cement Masons, finishing, hand chipping, patching, grouting, end pointing, screed setting, plugging, filling bolt holes, dry packing, setting curb forms, planks, stakes, lines and grades. Grinding of concrete done as preparatory to patching or when done to produce a finished concrete product.

Group 2 Composition Workers (includes installation of epoxy and other resinous toppings), and Power Machine Operators.

BASIC HOURLY

FRINGE

TRADE

BASIC HOURLY RATE

FRINGE BENEFIT

TRADE

CEMENT MASONS (Continued)

swinging and/or hanging scaffold.

Group 2 and Group 3 at the same time.

Zone 2

Zone 3

Zone 4

Zone 5

cities listed below.

Bend

Corvallis

d) North ton

Group 3 Cement Masons working on suspended.

Group 4 Cement Masons performing work of both

Zone 1 - Projects within 30 miles of City Hall in the

Zone 2 - More than 30 miles but less than 40 miles.

Zone 3 - More than 40 miles but less than 50 miles. Zone 4 - More than 50 miles but less than 80 miles.

Zone Differential for Cement Masons

(Add to Zone 1 Rate)

.65

1.15

1.70

2.75

RATE

BENEFIT

DIVERS & DIVERS' TENDERS (Continued)

Zone Differential for Divers/Divers' Tenders

(Add to Zone 1 Rate)

Zone 2 .85 Zone 3 1.25 Zone 4 1.70 Zone 5 2.00

Zone 6 3.00

Zone 7 5.00

Zone 1: Projects within 30 miles of City Hall in the cities listed below.

Zone 2: More than 30 miles but less than 40 miles.

Zone 3: More than 40 miles but less than 50 miles.

Zone 4: More than 50 miles but less than 60 miles.

Zone 5: More than 60 miles but less than 70 miles.

Zone 6: More than 70 miles but less than 100 miles.

Zone 7: More than 100 miles from the City Hall

of the employee's home local.

Astoria

Eugene

Bend

Reference Cities

Eugene Medford

Portland:

Salem

The Dalles Vancouver Reference Cities for Divers/Divers' Tenders Klamath Falls

Longview

Medford

Newport North Bend

Portland

Roseburg Salem The Dalles

DIVERS & DIVERS' TENDERS 才做著,只有完

Longview

Zone 5 – More than 80 miles.

Divers 56.65 Divers' Tenders

7.92 26.32 7.92

1) For those workers who reside within a reference city below, their zone pay shall be computed from the City Hall of the city wherein they reside. Ars* 1

Bernard State of AND Section 50 2) For those workers who reside nearer to a project than is the City Hall of any reference city below, the mileage from their residence may be used in computing their zone pay differential.

3) The zone pay for all other projects shall be computed from the City Hall of Portland. Mexican (D.E.)

Depth Pay and Enclosure Pay are added to the Divers' Basic Hourly Rate to obtain the Total Hourly Rate for the Diver.

Basic Hourly Hourly Divers' Hourly + Depth + Enclosure = Total Rate Pav Pav Hourly Pay

Divers' Depth Pay

Depth of Dive Hourly Depth Pay:

50 - 100 ft 100 - 150 ft \$ 50 + 150 - 200 ft \$125 +

([Total ft- 50] X \$1:00)/hr. ([Total ft-100] X \$1.50)/hr. ([Total ft-150] X \$2.00)/hr.

JULY 1, 2000

Maid Profesionar

PAGE 56

HOURLY FRINGE HOURLY FRI

TRADE		RATE	BENEF	IT TRADE		RATE	BENEFIT
DIVERS/DIVE	RS' TENDERS (Continu	ed)		ELECTRICIA	NS (Continued)		
Divers' Enclosur	e Pay (working without ver	tical escap	e)	Area 2			
Distance Travele	ed			Electricians		27.31	7.75
In the Enclosure		re Pav		Cable Splicer	·	28.68	7.75
W INC CHOICEAN	riodity Cholosu	ic i ay		Cable Splice	3	20.00	7.60
5 - 50 ft.	\$.50/hr.			Area 3			
50 – 100 ft.	\$.63/hr.						•
100 – 150 ft.	\$ 2.13/hr.			Electricians		26.00	9.13
150 – 200 ft.	\$ 4.63/hr.						
200 – 300 ft.	\$ 4.63 + ([total ft-200			Area 4			•
300 - 450 ft.	\$ 9.63 + ([total ft-300	-					
450 – 600 ft.	\$24.63 + ([total ft-45(IJХ\$.20)/h	ìr.	Electricians		28.00	8.79
DREDCERS			•	Cable Splice		30.80	8.87
<u>DREDGERS</u>	•			Electrical Ma	terial Handler	11.80	3.85
Zone 1 (Base I	Rate)		•	Area 5			
Leverman (Hyd	draulic.			Electricians		28.70	10.86
Dipper, Floatin		30.65	7.75	Cable Splice	re	28.95	10.87
	(including Watch	00.00		•	terial Handler	16.22	6.84
Engineer, Weld				LIOURIOU, ING	ional Hamaioi	10.22	0.04
Machinist)		28.60	7.75		Zone pay for Area	5 Electricians	i.
	oatman, Attending				(Add to Basic Ho		•
Dredge Plant);		27.66	7.75		(4°	
Fill Equipment		26.90	7.75	Zone 1	31-50 miles	\$1.0	
Assistant Mate				Zone 2	51-70 miles	\$3.	
Oiler	,	25.16	7.75	Zone 3	71-90 miles	\$5.	
	•			Zone 4	91 or more	\$8.	50
Z	Zone Differential for Dred						1 1
	(Add to Zone 1 Rate)			e a 30-mile free zon		
					Hall and a similar 1	5-mile free z	one
	Zone 2 2.00			around the fo	ollowing cities:		1. :
	Zone 3 3.00						
				Astoria	Seaside	Tillamo	ok
	ter of job site not more t		iles	Hood River	The Dalles		
	the City Hall of Portlan			F 41 - 44 - 4			
	e than 30 miles but not	more than	1 50		free zone at the Ore		
Zone 3 Ove	r 50 miles				Hwy 101 west to th		
DRYWALL/WI	ETWALL				st 10 miles if not alre 5-mile free zone.	ady covered	DA.
DUIMALLIA	LIVALL			ule above 15	FITHE HEE ZONE.		
Drywall (Acous	stical and	22.76	8.84	Area 6			
Drywall Appl			= - - -				11.
Wetwall (Lathe		21.74	9.86	Electricians		25.53	8.02
	-			Cable Splice	ers	25.53	8.02
ELECTRICIAN	<u>18</u>		•	-			
						•	
Area 1	•						
Electricians		22.26	6.79	•			•
Cable Splicers	•	24.49	6.89				
Capie Spilicers	·	<u> </u>	U.03				

	OREGON	DETERN	11NATION 2000-02		:
	BASIC			BASIC	
	HOURLY	FRINGE	7	HOURLY	FRINGE
TRADE.	RATE	BENEFIT	TRADE	RATE	BENEFIT

*						
ELECTRICIANS (Continued)	· ·	ELEVATOR CON	ISTRUCTORS (Co	intinued)	
	•					
Area 1	<u>Area 2</u>	Area 3	Area 1	Area 2		
Malheur	Baker	Coos	Umatilla	All		
	Gilliam	Curry	Wallowa	Remai	ining	
	Grant	Lincoln	Union	Counti		•
	Morrow	Douglas (a)	Baker			
	Umatilla	Lane (a)				
	Union		GLAZIERS		25.19	5.95
	Wallowa	•				
	Wheeler		(Add \$1.00 to bas	se rate if safety bel	t is required	l by
5 g			State safety regu			
Area 4	Area 5	Area 6	, ,	•		
1			(Add \$4.00 to bas	se rate for work do	ne from a	•
Benton	Clackamas	Harney	•	ngle-man bosun ch		1.
Crook	Clatsop	Jackson		<u> </u>		
Deschutes	Columbia	Josephine	Benton	Lane	Multnor	nah
Jefferson	Hood River	Klamath	Clackamas	Lincoln	Polk	
Lane (b)	Multnomah	Lake	Clatsop	Linn	Tillamo	ok
Linn	Sherman	Douglas (b)	Columbia	Marion	Washin	gton
Marion	Tillamook				Yamhill	
Polk	Wasco					
Yamhill (c)	Washington		HIGHWAY / PAF	RKING STRIPERS	21.38	5.26
	Yamhill (d)					
		•	IRONWORKERS	<u> </u>	25.22	10.65
a) Those portions	lying west of a line	running North				
and South from the	e NE comer of Coos	County to	Structural, Reinfo			
the SE comer of L		Option and the	Ornamental, Rigg	gers, Signal Men		
	lying east of a line					·.
	e NE comer of Coos	s County to	LABORERS			
the SE Corner of L	incoln County.					
lander o	* - 2	•	Group 1		20.44	7.85
c) South half			Group 2	•	20.93	7.85 5 75
d) North half			Group 3	•	21.30	7.85
114 20	and the first of the second	·	Group 4	. 3.	21.61	7.85
ELEVATOR CON	STRUCTORS	,	Group 5		17.98	7.85
A Marie				·	1 D::::	
Area 1				us Waste Remova		
	00.70			e rate if work is pe		
Mechanic	30.79	7.77 + a		ederally Designated		
Helper	21.55	7.52 + a		base rate is used for		
Probationary	15.40	.41		further information		
			Prevailing wage	Rate Coordinator	at (503) 73	1-4709.
Area 2			-	and Differential for	1 000	
Mochania	20.00	7.00	Z	one Differential for		٠.
Mechanic	30.96	7.80 + a	Ç.	(Add to Zone 1	rate)	
Helper Proposiones	21.67	7.55 + a		Zono 2	ee.	٠
Probationary	15.48	.42			65 15	4 1
ia) Plue 90/ -41	ار از	-1		Zone 3 1.		
	ic hourly rate for em				70 75	
	of service; 6% of b			ZUNG 5 Z.	10	• • •
COUNTY O INDUING	to 5 years of service	J	<u> </u>			

BASIC

HOURLY RATE

FRINGE BENEFIT

TRADE

BASIC HOURLY

RATE

FRINGE BENEFIT

LABORERS (Continued)

Zone 1 - Projects within 30 miles of City Hall in the cities listed below.

Zone 2 - More than 30 miles but less than 40 miles Zone 3 - More than 40 miles but less than 50 miles

Zone 4 - More than 50 miles but less than 80 miles.

Zone 5 - More than 80 miles

Reference Cities

Albany Astoria **Baker City** Eugene **Grants Pass** Hermiston

Portland Roseburg Salem The Dalles

Bend Burns

Coos Bay

TRADE

Klamath Falls Medford

Pendleton

Group 1

Asphalt Spreaders Batch Weighman **Broomers**

Brush Burners/Cutters Carpenter Tender Car & Truck Loaders

Change-House Man Chipper Operator (a) **Choker Setter**

Clean up Laborers *** Curing, concrete Demolition, wrecking moving (industrial)***

Driller Assistant Dry-shack Man Dumpers, road oiling crew

Dumpmen for grading: crew

Elevator Feeders

Erosion Control Spec (Cert) Fine Graders

Fire Watch Form Strippers (b)

General Laborer *** Guardrail, Median Rail (c) Leverman or Aggregate

Spreader (d) **Loading Spotter** Material Yard Man (e) **Powderman Assistant** Railroad Track Laborers Ribbon Setters (f)

Rip Rap Man (Hand Placed) Road Pump Tender/Mover

Scaffold Tender Sewer Laborer Signalman Skipman Slopers Sprayman

Stake Chaser Stockpiler Tie Back Shoring

Timber Faller/Bucker

(Hand Labor) Toolroom Man (Job Site) **Traffic Control Supervisor**

(Certified) Weight-Man-Crusher (g) Wood Fence Builder

a) Pittsburg or similar types

b) Not swinging stages

c) Reference Post, Guide Post, or Right-of Way Marker

d) Flaherty, and similar types

e) Including electrical

f) including steel forms

g) Aggregate when used

LABORERS (Continued)

a) Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills, and other similar types.

b) Pipe laying, applicable when employee assigned to move, set up, align Laser Beam

*** Laborers can tear off roofs, clean up or handle roofing materials only when at least one new story is added or in demolition work, where no re-roofing will occur.

Group 2

Applicators (a) Brush Cutters (b) **Burners** Choker Splicer Clary Power Spreader (c) Clean up Nozzleman -Green Cutter (d) Concrete Laborers Concrete Power Buggyman

Crusher Feeder Demolition/Wrecking (e) Gunite Nozzleman Tender Gunite or Sandblasting

Pot Tender Handlers/Mixers (f) Pipe Doping & Wrapping Post Hole Digger, Air,

Gas or Electric Power Tool Operators (g)

Sand Blasting (wet) Stake Setter Tampers

Vibrating Screed

a) Including Pot Tender for same, applying protective material by hand or nozzle on utility lines or storage tanks on project.

b) Power saw

c) And similar types of spreaders

d) Concrete, rock, etc. e) Charred Materials

f) Of all materials of an irritating nature including cement and lime.

g) Includes, but not limited to: Dry Pack Machine, Jackhammer, Chipping Guns, Paving Breakers

Group 3

Asbestos Removal Bit Grinder Concrete Saw Operator **Drill Doctor** Drill Operators (a) Laser Beam (b) Manhole Builder

Power Saw Operators (c) Sand Blasting (dry) Sewer Timberman Track Liners (d) **Tugger Operator** Vibrators (all)

Water Blaster Nippers & Timbermen Welder Nuclear Plant Worker- Lead Shield

	OREGO	N DETERM	INATION 2000-02		
	BASIC			BASIC	
	HOURLY	FRINGE		HOURLY	FRINGE
TRADE	RATE	BENEFIT	TRADE	RATE	BENEFIT
	•	and the second s			

			- AKASE	RAIE	BENEFII
LABORERS (Continued	3)		LINE CONSTRUCTION	(Continued)	
			Area 2		
c) Bucking and falling		•	•		
d) Anchor Machines, Balla	st Regulators, Multiple		Cable Splicers	28.42	7.00
Tampers, Power Jacks			Journeyman Lineman	25.75	6.82
} .		•	Line Equip. Oper.	21.81	6.48
Group 4			Groundman	15.91	5.03
Asphalt Rakers	Motorman-Dinky Lo	comotive	Area 1 All counties exce	pt Malheur County	
Gunite Nozzleman	Pipe Layers (all)	•	Area 2 Malheur County	•	
Grade Checker	Powdermen				
High Scalers, Strippers, Drillers (a)	Pumpcrete Nozzlema Shield Operator	an '	Group 1	Group 2	
Laser Beam (Tunnel),	Tunnel Bull Gang (at	oove	Cable Splicers	Certified Linem	an Welder
applicable when	ground)		Leadman Pole Sprayer	Heavy Line Eq	uipment
employee assigned to	Tunnel Chuck Tende	ers	Lineman	Man	•
move, set up, align	Tunnel Miners		Pole Sprayer		
laser beam	Tunnel Muckers/Brail				
Tunnel Powderman Loop Installation	Concrete Crew/Bull ((underground)	J ang	Group 3	Group 4	-
Loop instanction	(underground)		Tree Trimmer	Line Equipmen	t Man
a) Covers work in swinging	g stages, chairs or belt	s, under			
extreme conditions unusua			Group 5	Group 6	
barring-down, or sloping a	nd stripping.				
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		•	Head Groundman	Groundman	
Group 5	•		Jackhammer Man		
01			Powderman		
Clean-up Laborers (buildir Demolition, Wrecking & M			MADDI E CETTEDO (I.a.	-ludos Ct-\	
Flagger	oving (building only)	•	MARBLE SETTERS (Inc. (This trade is tended by		ı. O
i lagger	:		Marble Finishers")	The, Terrazzo, Brich	κα
***Laborers can tear off ro	ofs, clean un or handle	mofina	Maible I misiters /		
material only when at leas			Area 1	26.63	8.59
demolition work, where no	_		Area 2	25.41	
138 10 1 10	.		<u> </u>	20.71	0.2.
LINE CONSTRUCTION			ı	Area 1	. •
Area 1			Baker Malh	eur (a) Wallo	DW2
rica i	• ,		Benton (a) Mario		co (a)
Group 1	29.41	7.99	Clackamas Morr		hington
Group 2	26.52	7.88		nomah Yami	
Group 3	20.57	5.90	Columbia Polk		•
Group 4	22.86	5.99	Gilliam Sher	man	
Group 5	19.95	5.87	Hood River Tillar	nook	
Group 6	18.74	5.82	Lincoln (a) Uma		
			Lìnn (a) Unio	n '	
340	• • • •				
Man si		•	. •		•
				.*	

		BASIC				BASIC	
TRADE		HOURLY RATE	FRINGE BENEFIT	TRADE		HOURLY RATE	FRINGI BENEF
MARBLE SET	TERS (Continued	·	·	PLUMBERS & (Cont'd)	STEAMFITTER	S/PIPEFITTE	RS
Area 2				Zone 1: Projec	ts within 15 mile	s of City Hall i	n the
Benton (b)	Harney	Lincoln (b	ı)		nan 15 but less ti	han 30	
Crook	Jackson	Linn (b)	•		nan 30 but less t		
Coos	Jefferson	Maiheur (b)		nan 40 but less ti		
Curry	Josephine	Wasco (b			nan 50 but less t		
Deschutes	Klamath	Wheeler	•	Zone 6: More th	nan 100 miles.		
Douglas	Lake			•			
Grant	Lane			Reference Citie	es for Area 1	Boise, Idaho	
a) North Half			٠.	•		Twin Falls, I	daho
b) South Half				With distances	in Zone 6, 100 n	niles and bevo	ond.
•					minimum of one		
PAINTERS &	DRYWALL TAPERS	<u> </u>		dollars and sixt	y cents (\$151.60)) per week or	
Brush Painting	9	20.15	3.48	worked.	ty-two cents (\$30	J.32) per day	÷
(Add \$0.60 to	base rate for spray, s	sandblasting		Area 2 (Both)		28.10	10.30
	e blasting over 3000 l		n	Area 3 (Both)	*	29.54	9.80
				Area 1	Area 2	Area 3	<u>3</u> .
	base rate for work or			•		4	
	stage, mechanical cl	limber, spider	or	Baker	Grant (b)	All	
bucket truck.)		•		Harney (a)	Morrow	Rema	
				Malheur	Umatilla	Coun	ties
Drywall Taper	8	25.00	7.85		Wallowa		:
	•				Union	•	
<u>PLASTERER</u>	<u>S</u>						
N		00.00		a) Except North			
Nozzleman	 	26.66	6.36	b) Except South	west Comer		
Swinging Sca		25.66	6.36	POMES FOR	DMENT ARES	TORC	
All Other World	K	24.66	6.36	POWER EQUI	PMENT OPERA	IIOKS .	
PLUMBERS	& STEAMFITTERS/F	PIPEFITTERS	•		Zone 1 (Base	e Rate)	
Area 1 (Both)		22.74	7.07	Group 1		26.91	8.20
				Group 2		26.00	8.20
(Add \$2.21 p	er hour to basic hou	urly rate if it i	S	Group 3		25.30	8.20
	worker to fall 30 ft o			Group 4	* *	24.83	8.20
required to w	vear a fresh-air mas	k or similar e	quip.)	Group 5		24.27	8.20
• ======			• •	Group 6		22.10	8.20
Zone	Differential for Area	1 Plumbers &					
	Ctoom Fittory (Dine)	Cition .		Notes A Horar	doug Mosts Das	navel Differen	tial must

JULY 1, 2000 PAGE 61 APPENDIX

Note: A Hazardous Waste Removal Differential must be added to the base rate if work is performed inside

the boundary of a Federally Designated Waste Site. For information on this differential, call the Prevailing

Wage Rate Coordinator at (503) 731-4709.

Steamfitters/Pipefitters

Zone 2

Zone 3

Zone 4 Zone 5

Zone 6.

(Add to Zone 1 Rate)

\$ 1.20 per hour

\$ 1.70 per hour

\$ 2.50 per hour

\$ 3.55 per hour \$30.32 per day

BASIC HOURLY

FRINGE BENEFIT

TRADE

BASIC HOURLY

FRINGE BENEFIT

TRADE

POWER	l EQUIP	MENT	OPERA	LTORS

Zone Rates

Zone 2 Zone 3 \$1.50

\$3.00

FOR THE FOLLOWING METROPOLITAN COUNTIES:

Multnomah; Clackamas; Marion; Yamhill; Washington and Columbia:

- Zone map for this classification on page 71
- (A) All jobs or projects located in Multnomah, Clackamas and Marion counties, west of the western boundary of Mt Hood National Forest and west of mile post 30 on Interstate 84 and west of mile post 30 on State Hwy 26 and west of mile post 30 on Hwy 22 and all jobs located in Yamhill County, Washington County and Columbia County shall receive Zone 1 pay for all classifications
- (B) All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone 3 pay for all classifications.

FOR THE FOLLOWING CITIES:

Albany, Bend, Coos Bay, Eugene; Grants Pass: Klämath Falls, Medford and Roseburg

- (A) All jobs or projects located within 30 miles of the respective City Hall of the above mentioned cities shall receive Zone 1 pay for all classifications.
- (B) All jobs or projects located more than 30 miles and less than 50 miles from the respective City Hall of the above mentioned cities shall receive Zone 2 pay for all classifications.
- (C) All jobs or projects located more than 50 miles from the respective City Hall of the above mentioned cities shall receive Zone 3 pay for all classifications.

POWER EQUIPMENT OPERATORS (Continued)

ASPHALT

Group

- Plant Oiler 6
- 6 Plant Fireman
- Pugmill Operator (any type)
- Truck mounted asphalt spreader, w/screed
- Screed Operator
- **Extrusion Machine Operator**
- Asphalt Plant Operator (any type)
- **Asphalt Paver Operator**
- Roller Operator (any asphalt mix)
- Diesel-Electric Engineer, Plant
- Asphalt Burner and Reconditioner Operator (any type), 84
- Roto-Mill, pavement profiler, under 6 ft lateral cut
- 5 Roto-Mill, pavement profiler, ground man
- Roto-Mill, pavement profiler operator, 6 ft 2 lateral cut and over

BLADE

Group

- Blade Operator, pulled type 6
- **Blade Operator**
- Blade Operator, Finish
- Blade Operator, externally controlled by electronic, mechanical hydraulic means
- Blade Operator, multi-engine
- Auto Grader or "Trimmer" Operator

BULLDOZERS

Group

- **Bulldozer Operator**
- **Drill Cat Operator**
- Side-Boom Operator
- Tandem bulldozer operator (quadnine & 2 similar type, D-11)
- Bulldozer Operator, twin engine (TC12 and similar type, D-10)
- Cable-Plow Operator (any type)

OREGON DETERMINATION 2000-02 BASIC HOURLY FRINGE TRADE RATE BENEFIT TRADE BENEFIT

POWER EQUIPMENT OPERATORS (Continued)			NER EQUIPMENT OPERATORS (Continued)			
CLEARING			CONCRETE (Continued)			
Group		Gro	ир			
4	Log Skidder Operator	5	Concrete Pump Operator			
4	Chipper Operator	5	Grouting Machine Operator			
4	Incinerator Operator	4	Screed Operator			
4	Stump Splitter Operator	4	Concrete Cooling Machine Operator			
4	Faller/Buncher Operator	5	Concrete Mixer Operator, single drum, any capacity			
COMPRE	SSORS	2	Batch Plant and/or Wet Mix Operator			
	<u> </u>		1 and 2 drum			
Group		1	Batch Plant and/or Wet Mix Operator, 3 units or more			
6	Compressor Operator (any power), under	5	Cast in place pipe laying machine			
	1,250 cu. ft. total capacity.	5	Maginnis Internal Full Slab Vibrator Operator			
5	Compressor Operator (any power), over	5	Concrete Finishing Machine Operator,			
·	1,250 cu. ft. total capacity.		Clary, Johnson, Bidwell, Burgess bridge deck or similar type			
COMPAC	TORS - Self-Propelled	5	Curb Machine Operator, Mechanical Berm, Curb and/or Curb and Gutter			
Group		5	Concrete Joint Machine Operator			
J. 3.5		5	Concrete Planer Operator			
- 5	Compactor Operator, including vibratory	5	Tower Mobile Operator			
5	Wagner Patco Operator or similar type	5	Power Jumbo Operator setting slip forms			
_	(without blade)	_	etc., in tunnels			
4	Compactor Operator, with blade	5	Slip Form Pumps, power driven hydraulic			
4	Compactor Operator, multi-engine		lifting device for concrete forms			
		- 5	Concrete Paving Machine Operator			
CONCRE	TE	5	Concrete Finishing Machine Operator			
		5	Concrete Spreader Operator			
Group		4	Concrete Paving Road Mixer			
		- 4.	Reinforced Tank Banding Machine (K-17 or			
- 6	Plant Oiler		SIMILAR TYPES)			
6	Assistant Conveyor Operator	2	Concrete Profiler, Diamond Head			
6	Conveyor Operator	2	Automatic Concrete Slip Form Paver Oper.			
6	Mixer Box Operator (C.T.B., dry batch, etc.)	2	Concrete Canal Line Operator			
6	Cement Hog Operator	4	Concrete Breaker			
6	Concrete Saw Operator	-				
6	Wire Mat or Brooming Machine Operator	CR	<u>ANE</u>			
5	Combination Mixer and Compressor					
	Operator, Gunite work	Gro	oup			
5	Beltcrete Operator					
5	Pumpcrete Operator (any type)	. 6	Oiler			
5	Pavement Grinder and/or Grooving	6	Truck Crane Oiler-Driver, 25 ton capacity			
1	Operator (riding type)		or over			
4	Mixer Mobile Operator	6	Fireman, all equipment			
5	Cement Pump Operator, Fuller-Kenyon	6	A-Frame Truck Operator, single drum			
1	similar	6	Tugger or Coffin Type Hoist Operator			

BASIC

HOURLY RATE

FRINGE BENEFIT

TRADE

BASIC HOURLY

FRINGE

RATE BENEFIT

POWER EQUIPMENT OPERATORS (Continued)

CRANE (Continued)

Group

- 5 Helicopter Hoist Operator
- Hoist Operator, single drum 5
- **Elevator Operator** 5
- 5 A-Frame Truck Operator, double drum
- **Boom Truck Operator** 5
- Chicago Boom and similar types 4
- Lift Slab Machine Operator 4
- Boom Type lifting device, 5 ton capacity 4 or less-
- Cherry Picker or similar type crane-hoist, 5 ton capacity or less
- 4 Hoist Operator, two drum
- 4 Hoist Operator, three or more drums
- Derrick Operator, under 100 tons 4
- 4 Hoist Operator, stiff leg, guy derrick or similar type, 50 ton and over
- Cableway Operator, up to 25 tons
- Bridge Crane Operator, Locomotive, 4 Gantry, Overhead
- 2 Cableway Operator, 25 tons and over
- Helicopter Operators, when used in erecting work

HYDRAULIC CRANE OPERATOR

Group

- Hydraulic Boom Truck Operator, Pittman
- 4 Hydro Crane Operator, under 50 tons
- Hydro Crane Operator, 50 tons 89 tons
- 2 Hydro Crane Operator, 90 tons 199 tons
 - Hydro Crane Operator, 200 tons and over

TOWER/WHIRLEY OPERATOR

Group

Tower Crane Operator Whirley Operator, under 90 tons Whirley Operator, 90 tons and over

LATTICE BOOM CRANE OPERATOR

Group

Lattice Boom Crane Operator, under 50 tons

POWER EQUIPMENT OPERATORS (Continued)

LATTICE BOOM CRANE OPERATOR (Continued)

Group

- 3 Lattice Boom Crane Operator, 50 tons through 89 tons, & less than 250 ft boom.
- 2 Lattice Boom Crane Operator, 90 tons through 199 tons, and/or 150 ft-200 ft boom
- Lattice Boom Crane (Operator, 200 tons and over, and/or over 200 ft boom

CRUSHER

Group

- 6 Crusher Oiler
- 6 Crusher Feederman
- Generator Operator
- 4 Diesel-Electric Engineer
- **Grizzley Operator**
- 2 Crusher Plant Operator

DRILLING

Group

- **Drill Assistant** 6
- Auger Oiler 6
- 5 Churn Drill and Earth Boring Machine Operator
- **Drill Doctor** 4
- 4 **Boring Machine Operator**
- Driller Percussion, Diamond, Core, Cable, 4 Rotary and similar type
- Cat Drill (John Henry)

FLOATING EQUIPMENT

Group

- Deckhand 6
- Boatman 6
- 5 Fireman
- Diesel-Electric Engineer
- Barge Operator, self-unloading
- Piledriver Operator (not crane type)
- Floating Clamshell, etc. Operator, under 3 cu. yd. (only for construction projects

- otherwise see "Dredging")

BASIC

HOURLY RATE FRINGE BENEFIT

TRADE

BASIC HOURLY

HOURLY RATE FRINGE BENEFIT

POWER EQUIPMENT OPERATORS (Continued) POWER EQUIPMENT OPERATORS (Continued) **FLOATING EQUIPMENT (Continued) HAZARDOUS WASTE REMOVAL** Group Group 4 Floating Crane (derrick barge) Operator, 5 Assistant to the Engineer (Oiler) less than 30 tons 4 Assistant Incinerator Control Board Oper. 2 Floating Clamshell, etc. Operator, 3 cu. yd. 3 Incinerator Control Board Operator and over (only for construction projects - otherwise see "Dredging") **HEATING PLANT** 2 Floating Crane (derrick barge) Operator. 30 tons but less than 150 tons Group Floating Crane, 150 tons and over 6 **Temporary Heating Plant Operator FORK LIFT** Surface Heater and Planer Operator Group **HYDRAULIC HOES** 6 Self-Propelled Scaffolding Operator Group (excluding working platform) 5 6 Fork Lift or Lumber Stacker Operator Hydraulic Backhoe Operator, wheel type **Ross Carrier Operator** 3/8 cu. yd. And under with or without 6 Lull Hi-Lift Operator or similar type 5 front end attachments 2 1/2 cu. yd. and 5 Fork Lift, over 5 tons under (Ford, John Deere, Case type) 3 **Rock Hound Operator** 4 Hydraulic Backhoe Operator, Track Type 3/8 cu. yd. (Note: Over 3/8 cu. yd. takes **GENERATORS** shovel classification rate) Group LOADERS 4 **Generator Operator** Group Diesel-Electric Engineer 6 Bobcat, Skid Steer (under 1 cubic yard) **GUARDRAIL EQUIPMENT** 6 Bucket Elevator Loader Operator, Barber-Greene and similar types 5 Loaders, rubber-tired type, 2 ½ cu. yd. and Group Elevating Grader Operator, Tractor Towed 6 Oiler 5 6 Auger Oiler requiring Operator or Grader 6 Oiler, combination guardrail machines Belt Loader Operator, Kolman and Ko Cal 1 Guardrail Punch Operator (all types) types 6 **Guardrail Punch Oiler** Loader Operator, front end and overhead, * Guardrail Auger Operator (all types) 2 1/2 cu. vd. and under 4 cu. vd. Elevating Loader Operator, Athey and Combination Guardrail machines, i.e. Punch, Auger etc. similar types Elevating Grader Operator, Sierra, Euclid or similar types 3 Loader Operator, 4 cu. yd. but less than 6 cu. vd Loader Operator, 6 cu. yd. and over 2

TRADE

	OREGON	DETERN	MINATIO	N 2000-02
	BASIC			BASIC
	HOURLY	FRINGE		HOURLY FRINGE
TRADE	RATE	BENEFIT	TRADE	RATE BENEFIT
POWER	EQUIPMENT OPERATORS (Continued)		POWER	EQUIPMENT OPERATORS (Continued)
OILERS			RAILRO	AD EQUIPMENT
Group		•	Group	
1 :			_	
6	Oiler		6	Brakeman
6	Guardrail Punch Oiler		6	Oiler
6	Truck Crane Oiler-Driver, 25 ton or over		6	Switchman
6	Auger Oiler		6	Motorman
6	Grade Oiler, required to check grade		6	Ballast Jack Tamper Operator
5	Service Oiler (Greaser)		5	Locomotive Operator
6	Grade Checker		5	Ballast Regulator Operator
. .	•		4	H.D. Mechanic
PILEDR	RIVERS		5	Ballast Tamper Multi-Purpose Operator
	ane rates when driving or pulling piling)		.5	Track Liner Operator
(000 0.	gg,		5	Tie Spacer Operator
Group			•	,
	•		REMOT	E CONTROL
4	Hammer Operator			
4	Piledriver Operator (not crane type)		Group	
PIPE LI	NE – Sewer Water		2	Remote controlled earth-moving equipment
Group			REPAIR	MEN, Heavy Duty
	Total Bud Finance		C	
6	Tar Pot Fireman		Group	
	Tar Pot Fireman (power agitated)			5
6	Hydraulic Pipe Press Operator		6	Parts Man (Tool Room)
5 5	Hydra Hammer or similar types		6	H.D. Repairman Assistant
5	Pavement Breaker Operator		6	Welder's Assistant
§ 4	Pipe Cleaning Machine Operator		4	Diesel-Electric Engineer (Plant or Floating)
4	Pipe Doping Machine Operator	-	4	Bolt Threading Machine Operator
4.	Pipe Bending Machine Operator		4	Drill Doctor (Bit Grinder)
4	Pipe Wrapping Machine Operator	•	4	H.D. Mechanic
4	Boring Machine Operator		4	H.D. Welder
4	Back Filling Machine Operator	-	À	Machine Tool Operator
	Dack I ming machine Operator		<i>Ā</i>	Combination H.D. Mechanic-Welder, when
PUMPS				dispatched and/or when required to do both
10111		•	4	Welder – Certified, when dispatched and/or
Group	Residence of the second	-	4	required
Aus	and the second of the second o			
\$ 46	Pump Operator, any power		RUBBE	R-TIRED SCRAPERS
6	Hydrostatic Pump Operator			
1 5	Pump Operator, more than 5 (any size)		Group	
5	Pot Rammer Operator	•	-	
がい			4	Rubber-tired Scraper Operator, single
New York	and grant and the second and the sec	٠.	-	engine, single scraper
Marie Marie			4	Self-loading, paddle wheel, auger type
	See gash	•	₹.	under 15 cu. yd.
			A	Rubber-tired Scraper Operator, twin engine
	*SACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONT		4	
			4 -	Rubber-tired Scraper Operator, with push-
STANCES OF				pull attachments.

	OREGO	N DETER	OITANIN	N 2000-02
	BASIC			BASIC
70.405	HOURLY	FRINGE	70.0	HOURLY FRINGE
TRADE	RATE EQUIPMENT OPERATORS (Continue	BENEFIT	TRADE	RATE BENEFIT REQUIPMENT OPERATORS (Continued)
1 Officia	Egon MERT OF ERATORO (COMMO	cu) - ·	POWER	LEGOT MENT OF ENATORS (Conditional)
RUBBE	R-TIRED SCRAPERS (Continued)	-	SURFAC	CING (BASE) MATERIAL (Continued)
Group			Group	
3	Rubber-tired Scraper Operator, with tandem scraper		5 4	Pulva-mixer or similar types Blade Mounted Spreaders, Ulrich and
. 2	Rubber-tired Scraper Operator, with		·	similar types
4	tandem scrapers, multi-engine Self-loading, paddle wheel, auger typ	е	. 5 . 5	Chip Spreading Machine Operator Lime Spreading Operator
3	15 cu. yd. and over, single engine Self-loading, paddle wheel, auger typ		SWEEP	
	finish and/or 2 or more units		Group	·
	., DRAGLINE, CLAMSHELL, BACKH	IOE.	•	
SKOOP!	ER, ETC., OPERATOR		6 5	Broom Operator, self-propelled Sweeper Operator (Wayne type) self-propelled
6	Oiler		TRACTO	OR – RUBBER TIRED
6	Grade Oiler (required to check grade))		ON ROBBENT MED
6 6	Grade Checker Fireman		Group	
4	Diesel-Electric Engineer		5	Tractor Operator, rubber-tired, 50 H.P.
4	Stationary Drag Scraper Operator Shovel, Dragline, Clamshell, Hoe etc.		4	Flywheel and under Tractor Operator, rubber-tired, over 50 H.P.
	Operator under 3 cu. yd.	•	·	Flywheel
4	Grade-all Operator		4	Tractor Operator, with boom attachment
2	Shovel, Dragline, Clamshell, Hoe etc. Operator 3 cu. yd. and over	. , ·	4	Rubber-tired Dozers and Pushers (Michigan,Cat, Hough type)
SIGNAL			TRENC	HING MACHINE
	<u> </u>		*******	
Group		-	Group	
6	Bell Boy, phones, etc., Operator		6	Oiler
6	Helicopter Radioman (ground)		6	Grade Oiler (required to check grade)
011054	NINO (DAOF) MATERIAL		5	Trenching Machine Operator, maximum
SURFA	CING (BASE) MATERIAL		4	digging capacity 3 ft. depth Trenching Machine Operator, maximum
Group			4	digging capacity over 3 ft. depth
,	D. II. O		4	Back Filling Machine Operator
6	Roller Operator, grading of base rock asphalt)	t (not	2 2	Wheel Excavator Canal Trimmer
5	Roller Operator, Oiling, C.T.B.	·	2	Band Wagon (in conjunction with wheel
6	Tamping Machine Operator, mechan self-propelled	ical,	4	excavator
6	Hydrographic Seeder Machine Opera straw, pulp or seed	ator,		
· 5	Rock Spreaders, self-propelled			•

POWER EQUIPMENT OPERATORS (Continued)

SHEET METAL WORKERS (Continued)

Area 1 (Continued)

		URLY	FRINGE				BASIC HOURLY	FRINGE
TRADE	RA	TE	BENEFIT	TRADE			RATE	BENEF
TUNNEL	•		•	. (٨-1-1 6-4 0	10 to bos=			
Group				installing mate		rate for wor		
				form to manu				
4 Mucking Machine	Operator					ite for work p		
6 Conveyor Operato				confined space				
4 Shield Operator	,		•	•		•	•	-
6 Air Filtration Equip	ment Operat	or		Area 2		•	21.28	7.46
6 Dinkey Operator								
6 Oiler						rate for wor		
4: Tunnel Boring Mac	chine Operate	or		whenever it is				
	.					rate for wor		
UNDERWATER EQUIPME	<u>NI</u>	*.	•	area where e		is or other in	njunous che	micals
Croup				are being app	mea)			
Group				Area 3			25.43	8.36
2: Underwater Equip	ment Onerati	or remoi	le .	Vica 2			£3.73	· · ·
or otherwise, whe				• (Add \$1 f	00 to hase	rate for wor	rk where it is	s
work	2000 111 00		••					
******				necessary to wear a chemically activated face mask) • (Add \$1.00 to base rate for work where				
WELDING MACHINES	•			employees are required to wear a fresh air mask due				
			•	to nuclear rel				
Group						rate for work		
				stage, swingi			chair in exce	ess of
6 Welding Machine (Operator			30 feet above	the grou	nd)		
ROOFERS	•			Area 4 & Area	a 5		22.46	8.78
WOO! TWO		;		VIEG 4 & VIE	<u>u v</u>		££.7U	5.76
Area 1	<u> </u>					Areas		
337.33		٠,		" 1	2	3	4	5
Roofers	21.90	5.95	٠.	•				}
Handling coal tar pitch	24.09	5.95	* **	Clackamas	Baker	Morrow	Douglas	Coos
Remove fiberglass	24.09	5.95		Gilliam		Umatilla	Lane	Curry
- 5: もち 集る 6: *				Grant	1	Union	/	Ì
insulation				Madan	1	Wallowa	1]
insulation				Marion	1	Wallowa	į	
insulation Area 2	18.00	6.72		Multnomah		l Wallowa		
insulation Area 2			er en er er er Kenneder er	Multnomah Polk		Wallowa		
Area 2 Add \$2:00 per hour to Fring	ge for work w		er en	Multnomah Polk Wasco	the second	VVanowa	5 , 100	
insulation Area 2	ge for work w			Multnomah Polk Wasco Washington		Wallowa		
Area 2 (Add \$2:00 per hour to Fring mitable Bituminous material	ge for work w l)			Multnomah Polk Wasco Washington Wheeler		Wallowa		
Area 2 Add \$2:00 per hour to Fring	ge for work w l)			Multnomah Polk Wasco Washington		Vallowa		
Area 2 (Add \$2:00 per hour to Fring mitable Bituminous material SHEET METAL WORKERS	ge for work w l) S	vith		Multnomah Polk Wasco Washington Wheeler Yamhill	RLAYER		21.96	5.88+
Area 2 (Add \$2:00 per hour to Fring mitable Bituminous material SHEET METAL WORKERS	ge for work w l) <u>s</u>			Multnomah Polk Wasco Washington Wheeler	RLAYER		21.96	5.88+
Area 2 (Add \$2:00 per hour to Fring mitable Bituminous material SHEET METAL WORKERS	ge for work w l) <u>S</u> 25.28	vith 10.23		Multnomah Polk Wasco Washington Wheeler Yamhill		<u>s</u>		

		N DETERM	JINATION 2000-02		
	BASIC HOURLY	FRINGE		BASIC	F0.11.05
TRADE	RATE	BENEFIT	TRADE	HOURLY RATE	FRINGE BENEFIT
					36,131
SPRINKLER FITTERS	24.40	7.90	TRUCK DRIVERS		
TENDERS TO MASON TRADES	21.19	7.50	Zone 1 (Base Rate)		
Tenders to Bricklayers and Stone Ma	sons, Mort	ar	Group 1	22.08	8.85
Mixers			Group 2	22.20	8.85
			Group 3	22.33	8.85
Add \$.50 to base rate for refractory	work)		Group 4	22.59	8.85
			Group 5	22.81	8.85
Add to base rate an amount equal to			Group 6	22.97	8.85
or safety belt requirements or other			Group 7	23.17	8.85
conditions by the mechanic this work	er is tendin	(g)			
			,	Vaste Removal Differe	
TENDERS TO PLASTERERS	20.14	7.50		rate if work is perform	
				derally Designated Ha	
TILE SETTER/				er information on this,	
ERRAZZO WORKER	23.50	6.98	Prevailing Wage Rate	e Coord. at (503) 731-	4709
The same decision and the RTH of The same	D:-b 0				. <i>4</i> *
This trade is tended by "Tile, Terraz	zo, Brick &			erential for Truck Drive	ers
Marble Finishers")			(Ad	d to Zone 1 Rate)	1.50
A.44 C CO 4- b		.*	~	. 0 . 0	
Add \$.50 to base rate if safety belt re	equirea by			ne 2 .65	
State safety regulations.)				ne 3 1.15	
41164664				ne 4 1.70	1
Add \$1.00 to base rate if work involved			20	ne 5 2.75	
urnane, alkor acetylene black grouti	ng or	•		41.00 7 707 11	
waterproof membrane.)				thin 30 miles of City H	all in the
THE TERRATO BRICK			cities listed		40 "
TILE, TERRAZZO, BRICK	47.05	E 07	•	30 miles but less than	
& MARBLE FINISHERS	17.65	5.37		40 miles but less than	
A 1-4- TH- O-44 D-1-13 34- 1				50 miles but less than	80 miles.
Assists Tile Setter, Bricklayers, Marb			Zone 5 More than	80 miles.	
Terrazzo Workers by striking, sawing			D (0''' .		
washing or grouting. Does not lay or	r set any	, N.	Reference Cities		
material.		: : :	A 4 11 1	Di O O'.	77 D-11-
(4.14.6.504				River Oregon City	The Dalles
• (Add \$.50 to base rate if safety b	elt required	d by	Goldendale Longv	iew Portland	Tillamook
State safety regulations)	•	12	NA facility		.
(Add \$1.00 to base rate if work in		oxy,	Work	<u>9</u>	<u> Proup</u>
urnane, alkor acetylene black grouti	ng or	•	A France on Nordan 198	. Tanak william d	•
waterproof membrane.)(Add \$.75 to fringe for refractory repair work.)			A-Frame or Hydra-lift		4
					- j
			Battery Rebuilder		- T
·		·	Bus or Man-Haul Dri		-1
		131 41.	Concrete Buggies (P	ower operated)	-1
	•		D	Annon aliteratura	
•	•	•		handling sacked conc	rete -
			add 15¢ per hour.		

BASIC

HOURLY RATE FRINGE BENEFIT

TRADE

BASIC HOURLY RATE

FRINGE BENEFIT

TRUCK DRIVERS (Continued) TRUCK DRIVERS (Continued) Work Work Group Group Transit Mix and Wet or Dry Mix Trucks: Dump Trucks, Articulated Dump Trucks, Side, End 5 cu. yds. and under ----- 1 and Bottom Dumps, including Semi-Trucks Over 5 cu. yds. and inc. 7 cu. yds.---- 2 and trains or combinations thereof: Over 7 cu. yds. and inc. 11 cu. yds. ---- 3 Up to and including 10 cu. yds -Over 10 cu. yds. and inc. 30 cu. yds. ---- 3 Over 11 cu. yds. and inc. 15 cu. yds ----- 4 Over 30 cu. yds. and inc. 50 cu. yds. ---- 4 Over 50 cu. yds. and inc. 60 cu. yds. ---- 5 Truck Assistant -----Over 60 cu. yds. and inc. 80 cu. yds. ---- 6 Over 80 cu. yds. and inc. 100 cu. yds.---- 7 Truck Mechanic-Welder-Body Repairman ----- 3 Truck Mechanic Assistant-----1 Dumpsters or Similar Equipment - all sizes ---- 2 Flaherty Spreader Driver or Leverman-----2 Lift Jitneys, Fork List-all sizes-used in loading, unloading & transporting material on job site----- 1 5000 to 10,000 gallons ----- 3 10,000 to 15,000 gallons-----4 Loader and/or Leverman on Concrete Dry Batch Plant, manually operated------ 1 Winch Truck - takes classification of truck on which winch is mounted. Low Bed Equipment, Flat Bed Semi-Truck and Trailer or Doubles transporting equipment or wet or dry materials ---Lubrication Man, Fuel Truck Driver, Driver, Tireman, Wash Rack, Steam Cleaner or combination------ 1 Lumber Carrier, Driver-Straddle Carrier-used in loading, unloading and transportation of material on job site -----2 Qil Distributor Driver or Leverman ———— 2 Pilot Car ----Slurry Truck Driver or Leverman ----- 1 Solo Flat Bed and Misc. Body Truck, Team Drivers ______1 ireman, full-time basis-----

TRADE

SPECIFICATIONS DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 DESCRIPTION

A. The work includes but is not limited to:

Dredging Berth 503 at Terminal 5 and Berths 603, 604, and 605 at Terminal 6; transporting barges to and from the Port's disposal operations site at Terminal 6; and segregating debris during dredging and disposing of debris at a permitted upland disposal site approved by the Engineer.

B. See the contract documents for wage rate and fee requirements.

1.2 LAYOUT OF WORK

- A. Survey work performed under this contract shall be performed under the direct supervision of an Oregon registered professional land surveyor.
- B. Lay out the work from reference points shown on the drawings and be responsible for measurements connected therewith.
- C. The Port will measure for pay quantities by using pre- and post-bathymetric surveys.
- D. Elevations on the drawings are based on Columbia River Datum (CRD). Negative numbers indicate feet below elevation zero (0').

1.3 INSPECTION OF WORK AREA

A. The Contractor shall examine the work area to become familiar with the conditions of the work involved for the performance of the work.

1.4 VERIFICATION OF MEASUREMENTS

A. Verify elevations and measurements and report discrepancies to the Engineer before proceeding with the work. The Contractor will not receive extra compensation for verification of measurements or for labor or material expended on account of such differences.

1.5 DISPOSAL

- A. Dispose of waste material and debris off Port property and in accordance with applicable state, federal, and local regulations.
- B. Burning or burying of waste material within Port property is not permitted.
- C. Disposal of dredged material debris shall be in accordance with Section 02842.

1.6 RELEASE OF PETROLEUM PRODUCTS, PAINT, AND OTHER CONTAMINANTS

- A. Protect against the entry of petroleum products, paint, and other contaminants into a waterway (including river, stream, slough, wetland, etc.), storm sewer, sanitary sewer, or other drainage system or onto a land area.
- B. In the event of a spill, immediately contain and remove the spilled material.
- C. Notify the Engineer immediately if a spill occurs or if contamination is discovered which indicates a release of petroleum products, paint, or other contaminants to the environment.
- D. Indemnify the Port from loss or expense as a result of such spill for which the Contractor is responsible.

1.7 PROGRESS MEETINGS

- A. Regularly scheduled job meetings will be held between the Contractor and the Engineer. The Contractor's representative at job meetings shall be the person directly responsible for the work. The time and place of the meetings will be established by the Engineer.
- B. Other unscheduled meetings may be required to resolve specific issues at the work area.

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART I - GENERAL

1.1 INCIDENTAL WORK

A. Consider work not listed, but necessary to complete the work, as incidental. Each bid item has incidental work associated with it. Some of the incidentals are identified. However, the list is not complete. This does not relieve the Contractor from the responsibility for completing the incidental work. Incidental work includes, but is not limited to, separating and disposing of debris, rigging, lifting, towing, anchoring, mooring, and other miscellaneous dredging operational tasks, as specified.

1.2 BID ITEMS

A. Payment constitutes total compensation for furnishing materials; for preparation of these materials; and for labor, equipment, tools and incidentals necessary to complete the work as specified and shown on the drawings. Measurement will not include unauthorized work performed beyond the design limits. Replace material removed without authorization at no added cost to the Port. The method of measurement and the basis of payment for bid items will be as follows.

BID ITEMS

MOBILIZATION, SURVEYING, CLEANUP, AND DEMOBILIZATION - L.S.

- A. Payment will be made at the contract lump sum price for initial and interim mobilizations and demobilizations of personnel, equipment, supplies, offices and other facilities necessary for the work; surveying; and cleanup. The price includes premium on bonds and insurance and other costs which are incurred before beginning the work.
- B. The mobilization price includes:
 - Up to five shifts in operations to move from one dredging location to another at Terminal 5 to accommodate shipping activity, whether arrivals are expected or unexpected.
 - Up to ten shifts in operations to move from one dredging location to another at Terminal 6 to accommodate shipping activity, whether arrivals are expected or unexpected.
 - Up to three demobilizations/remobilizations to move equipment from a dredging location to the Contractor's staging area at Terminal 5 in the event ship arrivals make all dredging sites unavailable.
 - 4. Up to six demobilizations/remobilizations to move equipment from a dredging location to the Contractor's staging area at Berth 602 in the event ship arrivals make all dredging sites unavailable.
 - 5. Stand-by time for the Port's post-dredge survey and evaluation.

- DREDGING OF MATERIAL AT TERMINAL 5 C.Y.
 DREDGING OF MATERIAL AT TERMINAL 6 C.Y.
 - A. Pay quantity will be the number of cubic yards of material dredged from Terminals 5 and 6 between the existing river bottom (as shown on the pre-dredge survey), and elevation -40 feet CRD (as shown on the dredge profile), plus the number of cubic yards of material dredged in 1 foot of over-dredging within the plus zero and minus 2-foot tolerance dredge zone. No payment will be made for material dredged below elevation -41 feet CRD.
 - B. The contract unit price includes transporting the barge containing dredged material to the Port's upland disposal containment site moorings, where the Port will off-load dredged material, and retrieving the empty barge after loading is complete.
 - C. The Contractor shall remove all "high spots" above elevation -40 feet CRD that are discovered during the post-dredge survey evaluation.
 - D. Payment will be made at the contract unit price per cubic yard.
 - E. The number of cubic yards dredged will be computed by the volume of a truncated prism method within the dredge area limits and elevation tolerances, and will be the difference between the pre-dredge and the post-dredge surveys of the dredge area. The pre-dredge survey will be taken within 30 calendar days prior to the date of commencement of work. The post-dredge survey will be taken within two days of the Contractor's notification of completion of work to the Port.
- 4 ADDITIONAL SHIFTS IN OPERATIONS AT TERMINAL 5 EACH
 5 ADDITIONAL SHIFTS IN OPERATIONS AT TERMINAL 6 EACH
 - A. Pay quantity will be the number of times (if any) the Engineer directs the Contractor to stop dredging at Terminal 5 or Terminal 6 before the work is complete and move from the current dredging location to another dredging location to accommodate unexpected ship arrivals.

 These shifts in operations are in excess of the shifts in operations included under Bid Item 1.
 - B. Payment will be made at the contract unit price per each.
- 6 ADDITIONAL DEMOBILIZATIONS/REMOBILIZATIONS AT TERMINAL 5 DAY 7 ADDITIONAL DEMOBILIZATIONS/REMOBILIZATIONS AT TERMINAL 6 - DAY
 - A. Pay quantity will be the number of days (if any) the Engineer directs the Contractor to move equipment to the staging area and shut down dredging operations at Terminal 5 or Terminal 6 to accommodate unexpected ship arrivals. These demobilizations/remobilizations are in excess of the demobilizations/remobilizations included under Bid Item 1.
 - B. Payment will be made at the contract unit price per day. Demobilizations/remobilizations that last less than a day will be pro-rated.
- 8 SEGREGATION AND DISPOSAL OF DEBRIS L.S.
 - A. Payment will be made at the contract lump sum price for segregation and disposal by the Contractor of any dredging debris including, but not limited to, stumps, logs, strapping, cable chains, boulders or other oversize material at an approved upland disposal site. The price also

includes fabrication and installation of removeable screens over material barge cells for the screening of dredged material.

END OF SECTION

SECTION 01040 COORDINATION

PART I - GENERAL

1.1 PORT TENANTS

- A. Coordinate work affecting Port tenants through the Engineer. Special attention shall be given to avoid interfering with tenant operations.
- B. Some of the Contractor's work may need to be scheduled around tenant activities, or done on swing or graveyard shifts, or weekends and holidays.
- C. Ship Schedules:
 - 1. Ship arrivals and departures occur 7 days a week. The Contractor will be given 8 hours' notice of ship ETA. When a ship arrives, the Contractor shall move all equipment to another dredging location or to the staging area.
 - 2. Ship schedules:

TERMINAL 6 BERTH OCCUPANCY SCHEDULE

		BERTH 603	BERTH 604	BERTH 605
Monday	AM	Barge(s) on berth	Vessel on berth	Vessel on berth
	PM	Barge(s) on berth	Vessel on berth	Vessel on berth
Tuesday	AM	<u> </u>		Vessel on berth
	PM			Vessel on berth
Wednesday	AM			
	PM			
Thursday	AM	Barge(s) on berth	Barge(s) on berth	Vessel on berth
	PM	Barge(s) on berth	Barge(s) on berth	Vessel on berth
Friday	AM	Barge(s) on berth		Vessel on berth
	PM	Barge(s) on berth		Vessel on berth
Saturday	AM		Vessel on berth	Vessel on berth
•	PM		Vessel on berth	Vessel on berth
Sunday	AM	Barge(s) on berth	 	
	PM	Barge(s) on berth		Vessel on berth

- a. A vessel will usually occupy all or most of a given berth.
- b. Barges occupy a much smaller portion of a berth than a vessel, but more than one barge may be spotted on a berth at a time.

- c. Every two weeks, an additional vessel will be on berth at Berth 604 or 605. The timing of this vessel is unpredictable, but it will generally remain for approximately two shifts.
- d. The schedule shown above is typical, but cannot be guaranteed by the Port.

 Variations occur regularly, and the Contractor shall anticipate frequent relocations during a normal work week.
 - 1) Ship schedules are fluid and may change without notice.
- e. Typically, there is at least 8-12 hours notice (for an otherwise unscheduled vessel) prior to a ship arriving.
- 3. Berth 503 will be available an average of one day a week for dredging.

1.2 OTHER CONTRACTORS

- A. The Port reserves the right to award other contracts for work in the vicinity of work covered by this contract.
- B. Contemplate in planning and work scheduling the following activities which will be in progress in the vicinity during the time of this contract:
 - 1. Water Quality Management
 - 2. Sediment Testing
- C. The various contractors and the Engineer will mutually establish a schedule of construction for the use of common work areas.

1.3 CONTRACTOR'S COORDINATION

A. The Contractor is responsible for overall coordination of the work.

END OF SECTION

SECTION 01300 SUBMITTALS

PART I - GENERAL

1.1 NOTIFICATION TO ENGINEER

A. Notify the Engineer at least 48 hours before intent to commence work. Do not start work until authorized to do so by the Engineer.

1.2 DREDGING LAYOUT DRAWINGS

- A. At the start of the work, the Port will provide the Contractor with a full size set of drawings for use in recording revisions that develop during dredging.
- B. The Contractor shall maintain the drawings accurately during dredging and make them available to the Engineer as requested.
 - 1. Mark up drawings with red pencil or pen to indicate exactly where an installation varies from the original contract. Items to be marked include, but are not limited to:
 - a. Dimensional changes.
 - b. Revisions to details.
- C. Include change order or RFI numbers if applicable.
- D. Submit the revised drawings upon completion of the work.

1.3 OTHER SUBMITTALS

A. Other submittals include but are not limited to:

Section 01400 1.1 02842 3.4, 3.5, 3.6

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART I - GENERAL

1.1 INSPECTION AND TESTING

- A. No work shall commence or be covered until approved by the Engineer.
- B. Unless otherwise specified, acceptance tests called for in the specifications or deemed necessary by the Engineer will be performed by the Port or its authorized representative.
- C. Prior to initiating acceptance testing by the Engineer, it shall be the responsibility of the Contractor to provide check testing to monitor construction methods and progress to assure work acceptability. Include "check" testing costs in the price(s) bid; no separate payment will be made for this work.
- D. Acceptance testing by the Engineer will be initiated by the Contractor's request for approval.

 The Engineer will have the right to perform testing at any time prior to acceptance testing.
- E. Acceptance testing by the Engineer may include, but is not limited to, line, depth, underwater slopes, tolerances, and location, or as otherwise required.
- F. Results of the Engineer's hydrographic survey and testing for acceptability will be made known to the Contractor as soon as practical. However, it remains the responsibility of the Contractor to obtain the specified requirements at all times; any delay in advising the Contractor of test results shall not act as a waiver of this responsibility.
- G. Hydrographic survey and tests for acceptance which fail to meet the specified requirements may be retested/resurveyed by the Port after remedial action. The cost of retesting and additional hydrographic surveys will be withheld from progress payments to the Contractor.
- H. Submit, for approval or testing by the Engineer whenever requested, samples of dredged material as directed. The Engineer may take random samples of dredged material from the barges.

SECTION 01500 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 TEMPORARY UTILITIES

- A. Make arrangements for obtaining temporary water, electric power, telephone, and other services.
- B. Maintain temporary facilities in a safe and proper manner and completely remove from the site prior to final acceptance.
- C. Provide labor and equipment for temporary lines and services at no added cost to the Port.

1.2 EXISTING UTILITIES

- A. Protect existing utilities, and other public and private facilities and improvements which are to remain in place, from damage in the course of the work.
- B. Repair damages that result from execution of the work at no cost to the Port. Repairs shall be subject to approval of the Engineer.

1.3 SANITARY FACILITIES

A. Provide and maintain sanitary facilities which meet the requirements of applicable state and local health regulations.

1.4 FIRE PROTECTION AND PERMITS

A. Provide adequate fire fighting equipment to contain an equipment fire. Make available and accessible in the work area.

1.5 STAGING, PARKING, AND WORK AREA

A. Access to and from staging, parking, and work areas shall be as shown on the drawings or as directed by the Engineer.

1.6 STORAGE AND PROTECTION OF MATERIAL AND EQUIPMENT

- A. The Engineer will designate the area in which the Contractor may store material and equipment.
- B. Store material and equipment within the staging area.
- C. Protect materials and equipment from damage, pilfering, etc., and fully relieve the Port of this responsibility.
- D. Upon completion of the work, remove unused materials and equipment from site.

1.7 HARD HATS AND SAFETY VESTS

A. Wear hard hats and safety vests in the work area. The safety vests shall be of the fluorescent orange type.

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

- 1.1 CLEAN-UP
 - A. All dredging debris shall be cleaned up from terminal work areas and disposed of off Port property.

DIVISION 2 - SITE CONSTRUCTION

SECTION 02842 DREDGING

PART I - GENERAL

1.1 DESCRIPTION

A. This section describes dredging and staging dredge material barges at the Port disposal site moorings for Port discharge of material to an upland disposal site. The Contractor shall segregate and dispose of dredging debris at an upland disposal site approved by the Engineer.

1.2 PERMITS

- A. The Port will obtain all necessary dredging permits.
- B. See Document 00800, Supplementary Conditions, and Exhibits A and B.

1.3 SOUNDINGS

- A. Soundings of the work area are shown on the drawings.
 - 1. Soundings for Terminal 5 were obtained on June 8, 2000.
 - 2. Soundings for Terminal 6 were obtained on June 8, 2000.
- B. Pre-dredge soundings will be taken by the Port no more than 30 days prior to Notice to Proceed with this dredging contract.
- C. Post-dredge soundings will be taken by the Port after dredging is completed. Additional post-dredge soundings to confirm the Contractor's remedial work will be performed at the Contractor's expense, and will be withheld from final payment.
- D. The vertical datum used in this project shall be Columbia River Datum (CRD) at each locality.
- E. The Port will supply a gauge set on the CRD datum at the work site.

PART 2 PRODUCTS

2.1 DREDGED MATERIAL

A. Dredged material includes all material excavated between the existing river bottom and the dredge profiles shown on the drawings, within the tolerances noted, regardless of type, nature, or condition encountered.

2.2 DEBRIS

- A. Debris includes, but is not limited to, material such as stumps, logs, tires, strapping, cable, etc., that is larger than 4 inches in any straight dimension.
- B. The Contractor shall install screens on material barges to remove debris to meet the maximum size requirement.

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1. Screens shall be removed prior to full barge delivery to the Port for discharge of material.

2.3 HYDROSURVEY

- A. All hydrosurvey methods and means for verifying dredged depths shall be by electronic means, calibrated to project datum, prior to the beginning of the project with the Port's surveyor.
- B. Lead-line hydrosurvey check testing is not acceptable and will not be considered as an acceptable means for determining dredged depth. Calibrated electronic means to verify dredged depths shall be the only method considered as acceptable.

PART 3 - EXECUTION

... 3.1 EQUIPMENT

- A. Dredging shall be by "clamshell" bucket. Material shall be placed in barges.
 - 1. Clamshell buckets shall have straight closing edges for full closure without leakage.
 - 2. The Contractor shall calibrate and mark cables and lift lines at 1 foot intervals to visually check depth of bucket.
- B. Barges shall be either bottom-dumping or split-hull, with good working gates or sill closures to prevent material from re-entering the waterway. Bottom gates on dump scows shall be sandbagged to prevent material seepage.
 - Screens fabricated by the Contractor for removing debris at the time dredged material is being put into the barge cells, shall be removed or relocated on the material barge so that full access to and around the full perimeter of the cell is achievable by the submersible pump.
 - 2. During start-up of the Port's disposal operation, the first two barges shall require 48-hour turn-around. After the first two material barges have been discharged, turn-around time will be 24 hours.
- 3. All barges will be returned to the Contractor with approximately 2 to 3 feet of water/material in the bottom of the cells. This is required to protect the sandbagged ADDENDUM NO. 2eals. On final delivery, cells will be cleaned to the sandbagged seals.
 - C. The Contractor shall deliver and moor the dredged material barge at the site location of the Port's material disposal site.
 - The Port will discharge dredge material from the Contractor's barge with a submersible pump. The turn-around time for discharge of material and return barge shall be 24 hours from time of tie-up to the Port's derrick at the disposal site until it is ready for pick-up by the Contractor.
 - a. Only one barge shall be delivered to the Port in a 24-hour period. Barge disposal times will not overlap.

3.2 DREDGING

- A. Dredging shall be accomplished in the designated areas and to the depths indicated on the drawings, or as directed by the Engineer.
- B. Dredging shall include excavation of material to the dredge limits, depth, lines, and grade as shown on the drawings.
- C. Dredging tolerances are +1 foot and -1 foot from the maximum pay depth of -41 CRD at Terminal 6, Berths 603, 604, and 605, and Terminal 5, Berth 503.
- D. Side slopes shall not be steeper than slopes as shown on the drawings.
- E. The Contractor shall monitor his dredge work throughout the course of work for depth, slopes, location, and tolerances and shall be responsible for all damages due to over-depth dredging or dredging outside the given limits for dredging.
- F. The entire bottom shall be thoroughly swept with the "clamshell" to ensure dredge depth tolerance has been attained. Any obstructions found above the dredge grade line shall be removed before moving the dredge from the work area.
- G. The Contractor shall begin dredging at the highest elevation of material to be removed and work toward the lowest elevation. "Glory holing" will not be allowed.
- H. The Contractor shall comply with dredging-related and water quality requirements contained in the permits. See Exhibits A and B.
- The Contractor shall stop the clamshell bucket as it breaks the surface of the water and allow the bucket to dewater prior to putting dredge material on the barge to reduce turbidity from dredge operations.
- J. The Contractor shall notify the Port when dredge work is complete at each terminal. A post-dredge survey of the dredged areas will be taken by the Port and used to verify completion of work to specified dredged depth, slopes, and tolerances. If the Port's post-dredge hydrosurvey finds the Contractor's work not meeting contract plans and specifications, the Port will notify and provide the Contractor with hydrosurvey results. Any material found above the specified grade shall be dredged to within tolerance. The cost of all additional post-dredge hydrosurveys necessary to confirm the Contractor's work shall be withheld from progress payments to the Contractor.
 - 1. The Contractor shall anticipate stand-by time during the post-dredge hydrosurvey operation, and during the evaluation of the hydrosurvey results.
 - 2. It is anticipated that the electronic post-dredge hydrosurvey will require one day to complete, and the post-dredge hydrosurvey evaluation will require four days to complete. The results of the evaluation will be given to the Contractor for one of the following actions:
 - a. The post-dredge hydrosurvey evaluation determines that the dredging has met contract dredging requirements. The Contractor will be given substantial completion status.

- b. The post-dredge survey evaluation determines that the dredging has not met contract dredging requirements. The Contractor shall immediately begin clean-up of remaining dredge material designated on the post-dredge survey, until such time as the Contractor notifies the Port of completion of work.
- K. If, in the dredging operation, excess quantities of material over the contract quantities are encountered, the Contractor shall notify the Engineer immediately.
- L. The Contractor shall protect existing piling in and near dredge areas from damage.
- M. When the Contractor is notified of a vessel call at a berth being dredged, all work shall be stopped that interferes with the ship call. The Contractor may continue dredging at an unoccupied berth after vessel tie-up.
- N. Shipping operations will continue at Terminal 5 and Terminal 6 during dredging. Notice will be given to the Contractor of the impending ship arrival. The Contractor shall clear the site of equipment on the dock and in the water, including anchor buoys and any obstruction to the berthing and securing of ships' mooring lines during berthing and during cargo loading and unloading activities. The Contractor shall cease operations if the ship occupies the dredging site. Stand-by time for the duration of the ship on berth shall be anticipated by the Contractor and included in the Bid (see Section 01025, Bid Item 1).
- 3.3 TRANSPORTING DREDGED MATERIAL FOR DISCHARGE/DISPOSAL
 - A. Transport dredged material on barges to the disposal site.
 - B. The Contractor shall provide the following information on each dredge material barge that will be used:
 - 1. Name of barge.
 - 2. Length, beam, and molded depth of each barge.
 - 3. Dredge material capacity of barge.
 - 4. Hydrostatic data certified by a naval architect for determining barge displacement in short tons, per each 1 foot of displacement between loaded and light drafts.
 - 5. Expected draft of barge loaded to capacity with dredge material.
 - C. Barge Types:
 - 1. Multiple cell or split-hull type: Barge(s) shall be in good condition with no leaks in the hull or in the bottom dumping mechanism. The barge shall be delivered to the Port's disposal operations moorage with sufficient freeboard inside the barge so that no water spills over the side of the barge while under way.
 - 2. Load lines shall be clearly shown on the barge and loading shall not take the barges below the load lines. The tug shall be of sufficient horsepower for moving the barge and maneuvering through marine traffic to be encountered between the dredging site and disposal site.

3.4 DISPOSAL

- A. Disposal sites will be the Suttle Road upland disposal area at the North Portland Harbor above Terminal 6, and a Contractor-provided upland debris site approved by the Engineer.
 - 1. The Contractor's barges with dredge materials shall be transported to the disposal area by tug and delivered to the Port operations for disposal of material.
 - Time lost due to debris in the dredged material that plugs the pump and shuts down the
 material disposal operation, will be added to the turn-around time of the Contractor's
 barges.
 - a. Cost of repairs and time lost in the fulfillment of the contract due to breakage of the pump by ingestion of oversize debris will be charged to the Contractor.

3. Debris Disposal:

- a. Dispose of debris at an approved upland disposal site.
- b. Do not dispose of debris in water.
- c. Submit receipts for debris disposal to the Engineer.

3.5 WATER QUALITY AND TURBIDITY

- A. Conduct dredging operations to ensure adherence to turbidity and water quality requirements. Prevent resuspension of material in the vicinity of the site.
 - The Contractor shall develop a contingency plan with dredge procedures for reducing turbidity in the event of a work shutdown resulting from water quality violations. Submit the contingency plan at the preconstruction meeting.
- B. Work in the dredging area shall be done so as to minimize turbidity increases in the water that would degrade water quality and damage aquatic life, erosion of banks or bottom, or other water quality impacts. Turbidity shall not exceed 10 percent above natural stream turbidities, except as allowed by OAR 340-41. The Contractor shall take all normal precautions to prevent turbidity at the dredging site including, but not limited to, making each pass of the bucket complete including dredging and dumping to the barge, and bringing the bucket fully over the barge before discharging. There shall be no filling of the barge which will result in water overflow from the barge. The bucket shall be placed on the bottom rather than dropped unless dropping is required to excavate the sediments. Vertical bucket retrieval shall be at moderate speed to minimize the erosion of materials from the bucket. Retrieval speed of the bucket shall be reduced if water quality monitoring indicates increased levels of turbidity.
- C. The Contractor shall keep an operator's log and a daily progress chart aboard the dredge at all times for inspection. These documents will be submitted to the Port for retention with the contract file at the completion of the dredging work. The Engineer will provide daily inspections to assure conformance with the log and progress chart.

3.6 REPORTING REQUIREMENTS

A. A daily report of operations shall be prepared and maintained and copies submitted to the Engineer. Further instructions on the preparation of the report will be furnished at the preconstruction conference.

DEPARTMENT OF THE ARMY PERMIT

Perminee: PORT OF PORTLAND

Permit No: 96-004967

Issuing Office: U.S. ARMY CORPS OF ENGINEERS. PORTLAND DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: Remove up to 100,000 cubic yards of sand and silt over a period of five years by clamshell dredge to a depth of -40 feet National Geodetic Vertical Datum (NGVD), with one foot of allowable over dredging. Material will be placed inwater at Morgan Bar, within the Ross Island Lagoon, or at an approved upland disposal site.

Purpose: Maintenance dredging to restore the existing facility to design depth for ship access.

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Drawings: Two sheets marked 96-496 (Columbia River - Maintenance Dredging)

Project Location: Terminal 6 (Berths 601, 603, 604, 605, and 607), 7201 N. Marine Drive (Section 24, T2N, R1W), Columbia River Mile 102.5, Fordand, Multnomah County, Oregon.

General Conditions:

The time limit for completing the work authorized ends on September 30, 2001. If you find that you need more time to complete the authorized the submit your request for a time extension to this office for consideration at least one month before the above date is reached.

on must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are selected of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, and obtain a modification of this permit from this office, which may require restoration of the area.

discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must sately active this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a effort or if the site is eligible for listing in the National Register of Historic Places.

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Perminee: PORT OF PORTLAND

Permit No: 96-00496

- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time doctmed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions a, through j.:

- a. Work in the waterway shall be done so as to minimize turbidity increases in the water that tend to degrade water quality and damage aquatic life.
- b. Land disposal of dredged material shall be accomplished behind adequately maintained protective berms, which will prevent the material from returning to the waterway.
- c. If a bucket dredge of any type, including but not limited to grab or clamshell, dipper, dragline, or backhaul bucket, is used, all digging passes of the bucket shall be completed without any material, once in the bucket, being returned to the wested area.
- d. When the District Engineer has been notified by a fishery agency that a filling activity is adversely affecting fish or wildlife resources or the harvest thereof, and when the District Engineer subsequently directs remedial measures, the permittee shall comply with such directions as may be received to suspend or modify the activity, to the extent required to mitigate or eliminate the adverse effect.
 - e. Dredging activities at Terminal 6 shall occur during the inwater work period of November 1 through February 28.
- f. Sediment testing is required prior to any dredging activity to determine the suitability of the material for placement at the Morgan Bar or Ross Island Lagoon inwater disposal sites. The permittee shall contact the Portland District Regulatory Branch (326-6096) at least two weeks prior to any proposed sampling to allow the design of a sediment sampling/testing plan or review of any permittee designed plan. Sediment testing results and documentation shall be provided to the Portland District Regulatory Branch at least 30 days prior to the proposed discharge to allow time for review and a determination as to the suitability of the proposed discharge for inwater disposal. Sediment testing requirements shall be based on the Portland District's tiered testing approach and the Inland Testing Manual.
- g. The permittee shall comply with any conditions of the water quality certification to be issued by the Oregon Department of Engineerical Quality.

(Cont'd on page 2a)

Information:

pressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

of this authorization.

permit does not obvinte the need to obtain other Federal, state, or local authorizations required by law.

permit does not grant any property rights or exclusive privileges.

camit does not authorize any injury to the property or rights of others.

termit does not authorize interference with any existing or proposed Federal project.

rederal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

Perminee: PORT OF PORTLAND

Permit No: 96-00496

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h. The permittee shall notify the Portland District (CENPP-CO-NW, Mark Dasso, 503 326-6084) at least two weeks prior to the scheduling of disposal at Morgan Bar to insure that there are no conflicts with Corps of Engineers work in the area.

- i. Disposal at Morgan Bar must be evenly distributed. After each disposal activity, a post disposal survey of the area shall be sent to U.S. Army Corps of Engineers, Portland District, Attn: Mark Dasso, CENPP-CO-NW, P.O Box 2946, Portland, Oregon 97208-2946. Any mound shallower than 42 feet Columbia River Datum shall be redredged and redistributed.
- j. Any necessary project modifications within the regulatory authority of the Corps of Engineers shall be reported; written approval from the Corps of Engineers is required prior to implementation of any such project modification.

Perminee: PORT OF PORTLAND

Permit No: 96-00496

- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - L You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

PERMITTEE SIGNATURE)

PERMITTEE SIGNATURE

(DATE)

PRINTED NAME)

(PRINTED NAME)

(TITLE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

(DISTRICT ENGINEER)

Byron K. Blankenship

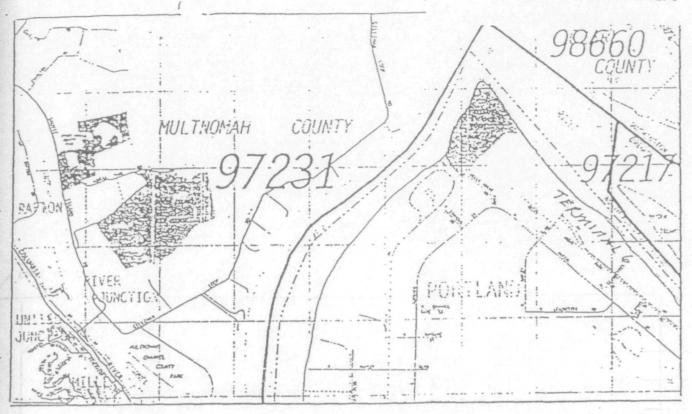
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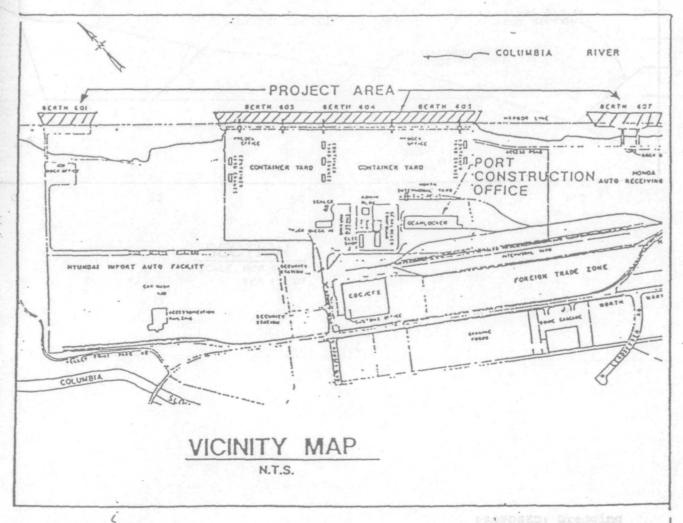
Robert T. Slusar Colonel, U.S. Army

Commanding

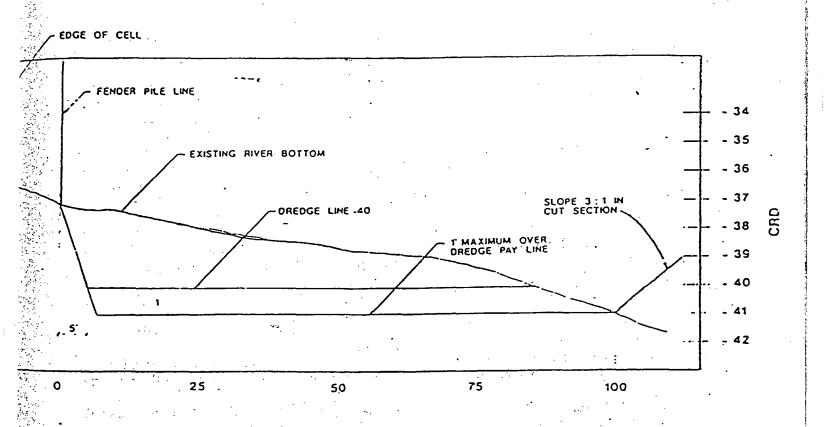
When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferce sign and date below.

(DATE)





PROPOSED: Dredging



VER 17 = 20

PROPOSED: Dredging
IN: Columbia River

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October 15, 1996

Judy Linton U.S. Army Corps of Engineers ATTN: CENPP-OP-GP P.O. Box 2946 Portland, OR 97208-2946

DEPARTMENT OF ENVIRONMENTAL QUALITY

The Department of Environmental Quality (DEQ) has reviewed Corps of Engineers permit application #96-496 for the Port of Portland. The project involves the dredging of up to 100,000 cubic yards of sand and silt over a five year period at Terminal 6, at river mile 102.5 of the Columbia River. Based on the information provided by the applicant, including past sediment chemistry results, DEQ does not anticipate any long term violations of State Water Quality standards, provided the following comments are incorporated into the permit.

The Columbia River is classified as Water Quality Limited (WQL) under the Federal Clean Water Act; water quality concerns exist for temperature, water contact recreation (Fecal coliform), dissolved oxygen, and toxics; and is Salmonid Habitat.

- 1. Provide the sediment sampling and and analysis plan, when available.
- 2. Provide the sediment chemistry results for the materials to be dredged, along with the disposal plan, for review before dredging occurs.
- 3. Minimize turbidity during dredging using all practicable control measures.
- 4. DEQ requires site access on day of request.

The DEQ hereby certifies that this project complies with the Clean Water Act and state water quality standards, if the above conditions are made a part of the Federal permit.

The applicant shall notify the DEQ of any change in the ownership, scope, or construction methods of the project subsequent to certification. If you have any questions, please contact Tom Rosetta (229-5845).

Sincerely,

Michael Downs

Administrator

Water Quality Division

T:TR.certlint.r7

cc: Jerry Hendrick, ODSL (Salem)
Bob Baumgartner, DEQ-NWRO
Paul Keiman, DEQ-NWRO
Applicant(s)



OTT CIAI Civth Avenue



UNITED STATES DEPARMENT OF COMMERCE National Oceanic and Atmospheric Administration NATIONAL MARINE FISHERIES SERVICE EMAROHMBATAT & LECHINICAT ZEBAKCEZ DIAZION 525 NE Oregon Street RECEIVED PORTLAND, OREGON 97232-277 JUN 26 1996 9996 F/NWO3 REG & ENV RES BR

Colonel Timothy L. Wood Corps of Engineers, Portland District Attn: Ms. Judy Linton P.O. Box 2946

Portland, Oregon 97208-2946

96-496, Maintenance Dredging of Port of Portland Terminal Six in the Columbia River at Portland, Oregon

Dear Colonel Wood:

The National Marine Fisheries Service (NMFS) has reviewed the subject Public Notice in which the applicant (Port of Portland) proposes to dredge a total of 100,000 cubic yards of sand over a five year period from the front of Terminal Six in the Columbia River at Portland, Oregon. Our comments are based on NMFS' responsibility for the protection and enhancement of marine, estuarine and anadromous fishery resources and their habitats.

The NMFS has no objection to the issuance of a permit for this project provided that all sediments are tested each year prior to any dredging.

This letter is our response under the authority given to us through the Fish & Wildlife Coordination Act (16 U.S.C. 661-666c; 48 Stat. 401) to review and comment as to the effects on fish and wildlife from activities proposed or permitted by the Corps of Engineers (COE). This response does not relieve the COE of its obligations to comply with the procedures set forth in the Endangered Species Act (Part 402 of the CFR) or the substantive requirements of section 7. Snake River spring/summer chinook salmon, Snake River fall chinook salmon, and Snake River sockeye salmon have been listed as threatened or endangered under the Endangered Species Act and occur in the project vicinity. Therefore, please determine if this action may affect the listed Snake River salmon species; if so, please initiate consultation in writing with the Habitat Conservation Branch of this office pursuant to 50 CFR 402.14.

2

Questions regarding this letter should be directed to Ben Meyer at (503) 230-5425.

Sincerely,

Elizabeth Holmes Gaar Habitat Branch Chief

cc: USFWS - Portland
ODFW - D Bennet



This notice of authorization must be conspicuously displayed at the site of work.

Engineers of Engineers

September 16, -1991

A permit to dredge up to 20,000 cubic yards of material per year for the next ten years.

at River Miles 11: 10. 5. 1. and the Swan Island Repair Yard, Willamette River, Oregon.

_on<u>Sept. 16, 19_91</u> has been issued to __Port of Portland

Address of Permittee Eox 3529, Portland, Oregon 97206

Permit Number

071-0YA-1-008760

Charles A. W. Hings Colonel, Corps of Engineers

District Engineer

ENG FORM 4336 , Jul 81 (33 CFR 320-330) EDITION OF JUL 70 MAY BE USED.

(Proponent: CECW OI

DEPARTMENT OF THE ARMY PERMIT

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760

Issuing Office: U.S. ARMY CORPS OF ENGINEERS, PORTLAND DISTRICT

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: To clamshell dredge up to 20,000 cubic yards of material per year from terminals 1 (Willamette River mile 11), 2 (mile 10), 4 (mile 5), 5 (mile 1), and the Swan Island Repair Yard (miles 8 - 9). The project involves dredging material on an "as needed" basis for the Lext 10 years.

Purpose: To provide and maintain adequate depths at the terminals and repair yard.

Drawings: Three sheets marked 008760 (Columbia River - Dredging)

Project Location: Terminals 1 (Willamette River mile 11), 2 (mile 10), 4 (mile 5), 5 (mile 1), and the Swan Island Repair Yard (miles 8 - 9) located in the Willamette River in Multnomah County, Oregon.

Permit Conditions:

General Conditions:

- 1. The time limit for completing the work authorized ends on <u>February 1, 2001</u>. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
- 2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this required if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
- 3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

(33 CFR 325(Appendix A))

Permittee: PORT OF PORTLAND

Permit No: 071-0YA-1-008760

- 4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
- 5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
- 6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions: See page 2a

Further Information:

- 1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - (X) Section 10 of the Rivers and Harbors act of 1899 (33 U.S.C. 403).
 - () Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
- 2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights others.
 - d. This permit does not authorize interference with any existing or proposed Federal project.
- 3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses therefore as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses therefore as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Designed or construction deficiencies with the permitted work,

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760 Special Conditions a. through i.

- a. All digging passes of the dredging bucket, which may include grab or clamshell, dipper, dragline, or backhaul bucket, shall be completed without any material, once in the bucket, from being returned to the waterway.
- b. You must advise the Regulatory and Resource Branch in writing at least two weeks before you start maintenance dredging activities authorized by this permit. You must also specify your plans and site location(s) for dredged material disposal.
 - c. You shall comply with the timing restrictions for in-water work as imposed by the Oregon Division of State Lands.
- d. Turbidity increase is limited to 10% increase above background as measured 100 feet downstream from the project or within the Swan Island lagoon area.
- e. The applicant will provide a dredging data report at yearly intervals until the project is completed. At project completion, a final report shall be submitted. The data needed in the reports shall included the amount and location where the material was taken, the quality or kind of material excavated, pre- and post-depths where the material was excavated, and other relevant information that may be useful to help understand and characterize the nature of the channel's substrate.
- f. In order to avoid possible conflicts in dredging and equipment movement in the Columbia River, site-specific locations shall be provided to the Waterways Project Subsection of the Navigation Branch in Operations Division at least 30 days prior to the start of mining.
- g. Your use of the permitted activity must not interfere with the public's right to free navigation on all navigable waters of the United States.
- h. You must install and maintain, at your expense, any safety lights and signals prescribed by the United States Coast Guard (USCG), through regulations or otherwise, on your authorized facilities. The USCG may be reached at: Commander, Thirteenth Coast Guard District, US Coast Guard OAN, 915 Second Avenue, Seattle, Washington 98174-1067 (206/442-5864).
 - i. This authorization for maintenance dredging is valid until 1 February 2001.

Permittee: PORT OF PORTLAND

Permit No: 071-OYA-1-008760

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
- 4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
- 5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

x An	Wilm	9-10-91
(PERMITTEE)		(DATE)

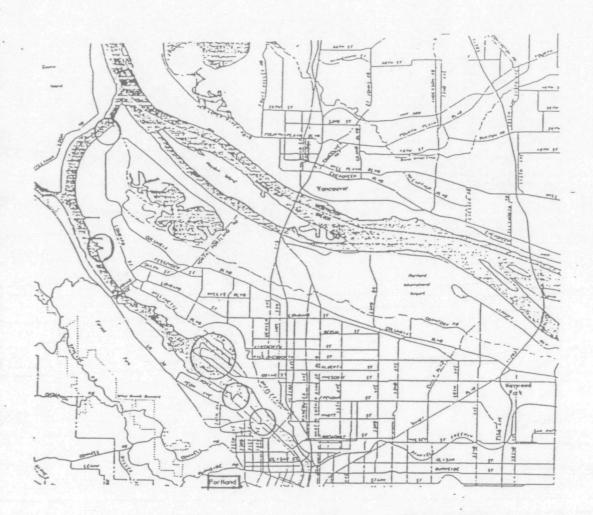
This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

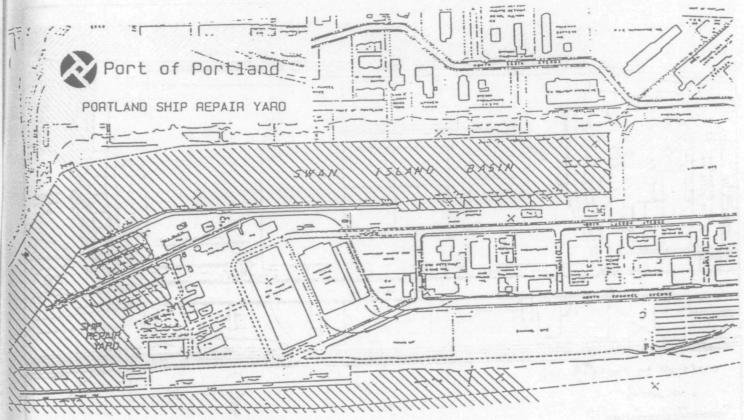
(DISTRICT ENGINEER) September 1
(DATE)
Charles A. W. Hines

Colonel, Corps of Engineers
District Engineer

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE) (DATE)



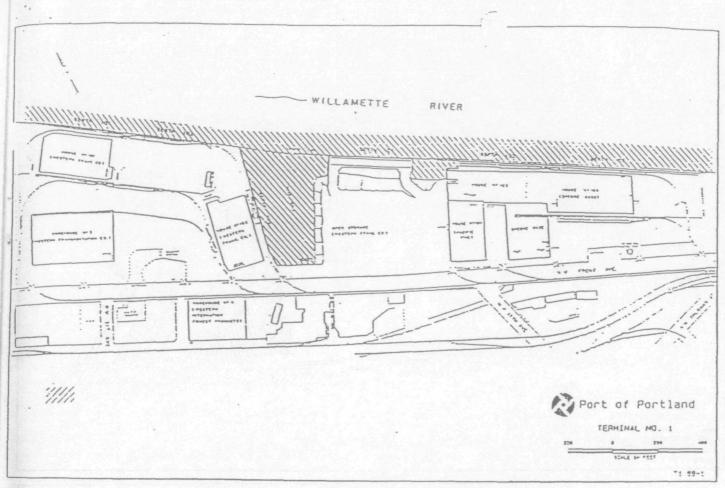


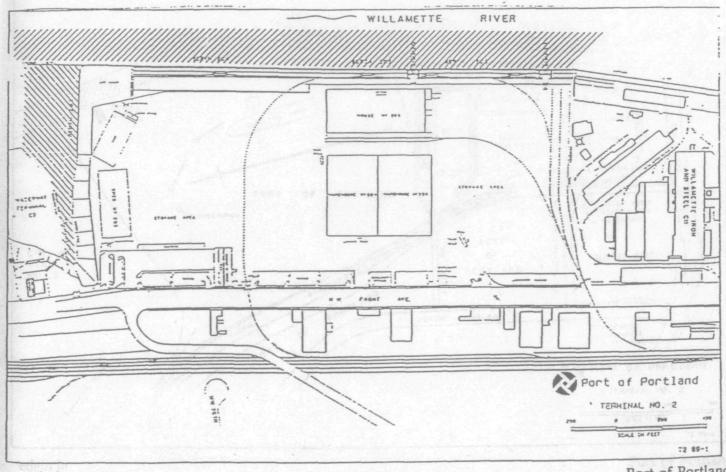
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Port of Portland 071-OYA-1-8760 September 1990

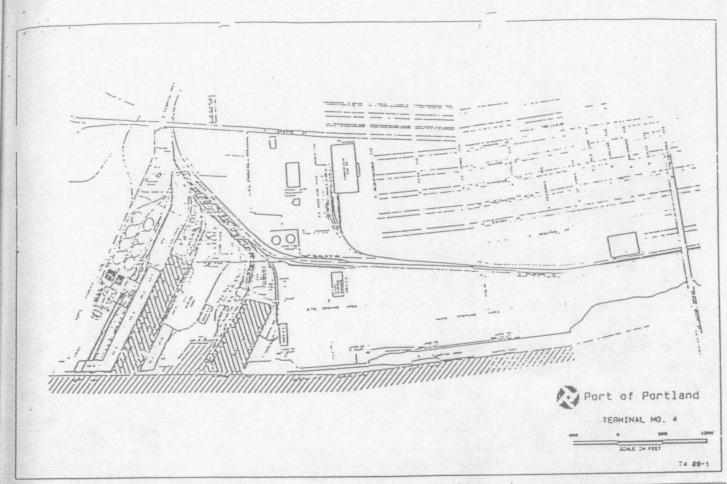
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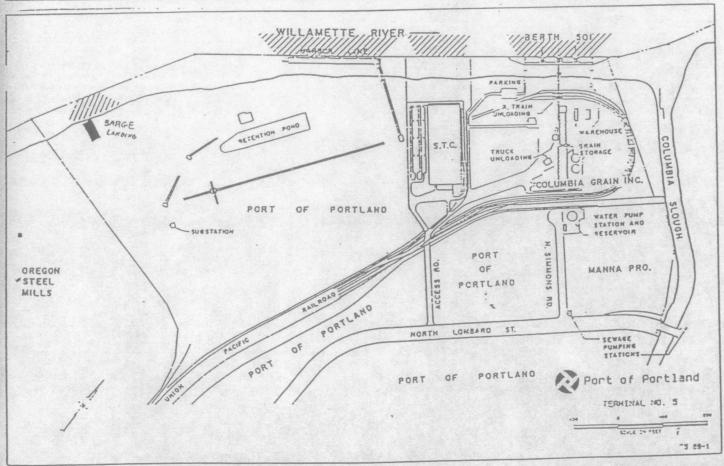




Come Taland Chin Dannie Vard

edgin in Willamette River Port of Portland 071-OYA-1-8760 September 1990





edgin in illamette River at Terminals 1, 2, 4, & 5 and the Swan Island Ship Repair Yard

Port of Portland 071-OYA-1-8760 September 1990 Sheet 3 of 3

FOR PORT USE ONLY

2000D090

BERTHS 503, 603, 604, AND 605 **MAINTENANCE DREDGING 2000** 29-Sep-00

PM: HERMAM

CCM: DURSTJ

Type: Cont

Location: GT

PE: HAYNEW

INSP:

Project No.	Task No. Task Status	Task Title
52374 O	T-6 MAINTEN	ANCE DREDGING 2000/2001
	601 C	00D090 T-6 MAINTENANCE DREDGING
	610 O	00D090 DESIGN
	611 O	00D090 CONSULTANTS
	620 O	00D090 ABAN
	630 O	00D090 CONST CONTRACTS & PERMITS
	631 O	00D090 CONSTRUCTION MGMT, INSPECTION & TESTING
	632 O	00D090 ENGR SUPPT, SURVEY, LOCATES, PERMIT ADMIN
	633 O	00D090 EMERGENCY LOG REMOVAL
	634 O	00D090 OPERATING COST REHANDLING FACILITY
	635 O	00D090 MATERIAL DISPOSAL
	640 O	00D090 PROJECT CLOSE-OUT
	650 O	00D090 MARINE SUPPORT
	680 O	00D090 PROJECT MGMT & ADMIN
	690 O	00D090 ENVIRONMENTAL